

The Honorable Robert S. Lasnik

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

RYANAIR DAC, an Irish company,

Plaintiff,

v.

EXPEDIA, INC., a Washington corporation,

Defendant.

EXPEDIA, INC., a Washington corporation,

Counterclaim-Plaintiff,

v.

RYANAIR DAC, an Irish company,

Counterclaim-Defendant

Case No. 2:17-cv-01789

**ANSWER AND COUNTERCLAIMS OF  
EXPEDIA, INC.**

**JURY DEMAND**

1 Defendant Expedia, Inc. (“Expedia”) answers the Complaint of plaintiff Ryanair DAC  
2 (“Ryanair”) as follows:

3 **PRELIMINARY STATEMENT**

4 The following matters are incorporated by reference into Expedia’s responses to each  
5 paragraph of the Complaint:

6 A. Except as otherwise expressly stated herein, Expedia expressly denies each and  
7 every allegation contained in the Complaint, including without limitation any allegations  
8 contained in unnumbered paragraphs, headings, and subheadings of the Complaint, and  
9 specifically denies any liability to Ryanair.  
10

11 B. Expedia expressly reserves the right to seek to amend and/or supplement its  
12 Answer as may be appropriate or necessary.

13 **RESPONSE TO SPECIFIC ALLEGATIONS**

14 And now, incorporating the foregoing, Expedia responds to the specific allegations of the  
15 Complaint as follows:  
16

17 1. On information and belief, Expedia admits that Ryanair is a company organized  
18 under the laws of Ireland having its principal place of business at Ryanair Dublin Office, Airside  
19 Business Park, Swords County of Dublin, Ireland.

20 2. Expedia admits that Ryanair currently markets itself as a low-fare airline and sells  
21 certain travel services, including air travel and ancillary services, through its website  
22 www.ryanair.com. Expedia lacks knowledge or information sufficient to form a belief as to the  
23 remainder of the allegations set forth in Paragraph 2 and therefore denies them.

24 3. Expedia admits the allegations set forth in Paragraph 3.

25 4. Expedia admits that it operates an online travel company and that certain of its  
26 websites allow customers to book domestic and international travel, including airline tickets,  
27 hotel reservations, and other services.

1           5.       The allegations in Paragraph 5 state a legal conclusion to which no response is  
2 required. To the extent a response is required, Expedia admits that the Complaint purports to  
3 assert a cause of action against Expedia under the Computer Fraud and Abuse Act, 18 U.S.C.  
4 § 1030 (“CFAA”).

5           6.       The allegations in Paragraph 6 state a legal conclusion to which no response is  
6 required. To the extent a response is required, Expedia admits that the Court has subject matter  
7 jurisdiction over this matter pursuant to 28 U.S.C. § 1331.

8           7.       The allegations in Paragraph 7 state a legal conclusion to which no response is  
9 required. To the extent a response is required, Expedia admits that it is a Washington  
10 corporation having its principal place of business at 333 108th Avenue NE, Bellevue,  
11 Washington 98004 subject to personal jurisdiction before the District Court for the Western  
12 District of Washington. Except as expressly admitted, Expedia denies the allegations set forth in  
13 Paragraph 7.

14           8.       The allegations in Paragraph 8 state a legal conclusion to which no response is  
15 required. To the extent a response is required, Expedia admits that it resides in this judicial  
16 district and is subject to personal jurisdiction before the United States District Court for the  
17 Western District of Washington. Except as expressly admitted, Expedia denies the allegations  
18 set forth in Paragraph 8. Expedia reiterates its position that Ryanair’s claim may not properly  
19 proceed in this forum and instead should be dismissed under the doctrine of *forum non*  
20 *conveniens*.

21           9.       Expedia admits that Ryanair currently markets itself as a low-fare airline and sells  
22 certain travel services, including air travel, hotel and car services, and other services, through its  
23 websites. Expedia lacks knowledge or information sufficient to form a belief as to the remainder  
24 of the allegations set forth in Paragraph 9 and therefore denies them.

25           10.      Expedia admits that Ryanair currently markets itself as a low fare airline and that  
26 Ryanair has a dominant position in certain markets. Expedia lacks knowledge or information  
27

1 sufficient to form a belief about the remainder of the allegations in Paragraph 10 and therefore  
2 denies them.

3 11. Expedia lacks knowledge or information sufficient to form a belief about the  
4 allegations in Paragraph 11 and therefore denies them.

5 12. Expedia lacks knowledge or information sufficient to form a belief about the  
6 allegations in Paragraph 12 and therefore denies them.

7 13. Expedia lacks knowledge or information sufficient to form a belief about the  
8 allegations in Paragraph 13 and therefore denies them.

9 14. Expedia lacks knowledge or information sufficient to form a belief about the  
10 allegations in Paragraph 14 and therefore denies them.

11 15. Expedia lacks knowledge or information sufficient to form a belief about the  
12 allegations in Paragraph 15 and therefore denies them.

13 16. The allegation that “Ryanair maintains the exclusive online distribution rights to  
14 sell Ryanair flights to the general public” states a legal conclusion to which no response is  
15 required. To the extent a response is required, Expedia denies that allegation. Expedia lacks  
16 knowledge or information about the remaining allegations in Paragraph 16 and therefore denies  
17 them.

18 17. Expedia lacks knowledge or information sufficient to form a belief about the  
19 allegations in Paragraph 18 and therefore denies them.

20 18. The allegation in Paragraph 18 that “Ryanair is the exclusive online distribution  
21 channel for its airline flights” states a legal conclusion to which no response is required. To the  
22 extent a response is required, Expedia denies that allegation. Expedia admits that the document  
23 attached as Exhibit A to the Complaint contains the indented text set forth in Paragraph 18.  
24 Except as expressly admitted, Expedia denies the allegations set forth in Paragraph 18.

25 19. The allegation in Paragraph 19 that “[u]sers of the Ryanair Website are not  
26 permitted to use the Ryanair Website other than for private, non-commercial purposes” states a  
27 legal conclusion to which no response is required. To the extent a response is required, Expedia

1 denies that allegation. Expedia admits that the document attached as Exhibit A to the Complaint  
2 contains the indented text set forth in Paragraph 19. Except as expressly admitted, Expedia  
3 denies the allegations set forth in Paragraph 19.

4         20. Expedia lacks knowledge or information sufficient to form a belief about the  
5 allegations in Paragraph 20 and therefore denies them.

6         21. The allegations in Paragraph 21 state a legal conclusion to which no response is  
7 required. To the extent a response is required, Expedia lacks knowledge or information  
8 sufficient to form a belief about the allegations in Paragraph 21 and therefore denies them.

9         22. The allegation in Paragraph 22 that “[t]he Ryanair TOU explicitly forbids screen  
10 scraping” states a legal conclusion to which no response is required. To the extent a response is  
11 required, Expedia admits that the document attached as Exhibit A to the Complaint contains the  
12 indented text set forth in Paragraph 22. Except as expressly admitted, Expedia denies the  
13 allegations set forth in Paragraph 22.

14         23. The allegation in Paragraph 23 that “[p]aragraph four of the Ryanair TOU notifies  
15 the Ryanair Website user of Ryanair’s intellectual property and other use restrictions” states a  
16 legal conclusion to which no response is required. To the extent a response is required, Expedia  
17 admits that the document attached as Exhibit A to the Complaint contains the indented text set  
18 forth in Paragraph 23. Except as expressly admitted, Expedia denies the allegations set forth in  
19 Paragraph 23.

20         24. Expedia lacks knowledge or information sufficient to form a belief about the  
21 allegations in Paragraph 24 and therefore denies them.

22         25. Expedia lacks knowledge or information sufficient to form a belief about the  
23 allegations in Paragraph 25 and therefore denies them.

24         26. Expedia lacks knowledge or information sufficient to form a belief about the  
25 allegations in Paragraph 26 and therefore denies them.

26         27. Expedia lacks knowledge or information sufficient to form a belief about the  
27 allegations in Paragraph 27 and therefore denies them.

1           28.     The allegations in Paragraph 28 state a legal conclusion to which no response is  
2 required. To the extent a response is required, Expedia lacks knowledge or information  
3 sufficient to form a belief about the allegations in Paragraph 28 and therefore denies them.

4           29.     Expedia lacks knowledge or information sufficient to form a belief about the  
5 allegations in Paragraph 29 and therefore denies them.

6           30.     Expedia lacks knowledge or information sufficient to form a belief about the  
7 allegations in Paragraph 30 and therefore denies them.

8           31.     The allegations in Paragraph 31 state a legal conclusion to which no response is  
9 required. To the extent a response is required, Expedia lacks knowledge or information  
10 sufficient to form a belief about the allegations in Paragraph 31 and therefore denies them.

11          32.     Expedia lacks knowledge or information sufficient to form a belief about the  
12 allegations in Paragraph 32 and therefore denies them.

13          33.     Expedia admits that it provides online travel booking services for airline flights,  
14 hotel reservations, car rentals, and certain other services.

15          34.     Expedia admits that customers are able to purchase Ryanair flight tickets  
16 individually and as part of a package via certain of Expedia's European websites. Except as  
17 expressly admitted, Expedia denies the allegations set forth in Paragraph 34.

18          35.     Expedia admits that customers are able to purchase Ryanair flight tickets  
19 individually and as part of a package via certain of Expedia's European websites. The allegation  
20 in Paragraph 35 that the foregoing services are "in violation of Ryanair's TOU" states a legal  
21 conclusion to which no response is required. To the extent a further response is required,  
22 Expedia denies the allegations set forth in Paragraph 35.

23          36.     Expedia denies the allegations of Paragraph 36.

24          37.     Expedia admits that a customer who books and purchases a Ryanair flight via an  
25 Expedia website is not transferred to Ryanair's websites. Except as expressly admitted, Expedia  
26 denies the allegations set forth in Paragraph 37.

27          38.     Expedia denies the allegations set forth in Paragraph 38.

39. Expedia denies the allegations set forth in Paragraph 39.

40. Expedia denies the allegations set forth in Paragraph 40.

41. Expedia denies the allegations set forth in Paragraph 41.

42. Expedia denies the allegations set forth in Paragraph 42.

43. Expedia admits that, from time to time, it charges a fee to customers who book flights through its websites. Except as expressly admitted, Expedia denies the allegations set forth in Paragraph 43.

44. Expedia denies the allegations set forth in Paragraph 44.

45. Expedia admits that, from time to time, it charges a fee to customers who book certain flights through its websites. Except as expressly admitted, Expedia denies the allegations set forth in Paragraph 45.

46. Expedia denies the allegations set forth in Paragraph 46.

47. Expedia denies the allegations set forth in Paragraph 47.

48. The allegations in Paragraph 48 state a legal conclusion to which no response is required. To the extent a response is required, Expedia admits that, from time to time, it offers tickets for air travel that are non-transferrable and/or non-refundable. Except as expressly admitted, Expedia denies the allegations set forth in Paragraph 48.

49. Expedia admits that a customer who books and purchases a Ryanair flight via an Expedia website is not transferred to Ryanair's websites. Except as expressly admitted, Expedia denies the allegations set forth in Paragraph 49.

50. Expedia denies the allegations set forth in Paragraph 50.

51. Expedia denies the allegations set forth in Paragraph 51.

52. Expedia denies the allegations set forth in Paragraph 52.

53. Expedia denies the allegations set forth in Paragraph 53.

54. Expedia denies the allegations set forth in Paragraph 54.

55. Expedia denies the allegations set forth in Paragraph 55.

1           56.     Expedia lacks knowledge or information sufficient to form a belief about the  
2 allegations in Paragraph 56 and therefore denies them.

3           57.     The allegations in Paragraph 57 state a legal conclusion to which no response is  
4 required. To the extent a response is required, Expedia denies the allegations set forth in  
5 Paragraph 57.

6           58.     The allegations in Paragraph 58 state a legal conclusion to which no response is  
7 required. To the extent a response is required, Expedia denies the allegations set forth in  
8 Paragraph 58.

9           59.     Expedia admits that counsel for Ryanair sent Expedia a letter dated September 28,  
10 2017, a copy of which is attached to the Complaint as Exhibit B.

11           60.     Expedia admits that the letter attached to the Complaint as Exhibit B contains the  
12 following language: “Expedia has no authorization to access the Ryanair website.” Except as  
13 expressly admitted, Expedia denies the allegations set forth in Paragraph 60.

14           61.     The allegations in Paragraph 61 state a legal conclusion to which no response is  
15 required. To the extent a response is required, Expedia denies the allegations set forth in  
16 Paragraph 61.

17           62.     Expedia admits that it is currently aware of the existence of the document  
18 attached as Exhibit A to the Complaint.

19           63.     The allegations in Paragraph 63 state a legal conclusion to which no response is  
20 required. To the extent a response is required, Expedia admits that the letter attached to the  
21 Complaint as Exhibit B contains the following language: “Expedia has no authorization to  
22 access the Ryanair website.”

23           64.     Expedia admits that the letter attached to the Complaint as Exhibit B contains the  
24 language set forth in Paragraph 64.

25           65.     The allegations in Paragraph 65 state a legal conclusion to which no response is  
26 required. To the extent a response is required, Expedia admits that the letter attached to the  
27 Complaint as Exhibit B contains the following language: “In addition to Expedia, Ryanair



1 explicitly revokes any and all authorization for those parties that Expedia may enlist to aid in  
2 accessing Ryanair's website or its content, including but not limited to Expedia's agents,  
3 employees, affiliates, and/or anyone acting on Expedia's behalf."

4 66. Expedia admits that the letter attached to the Complaint as Exhibit B contains the  
5 language set forth in Paragraph 66.

6 67. The allegations in Paragraph 67 state a legal conclusion to which no response is  
7 required. To the extent a response is required, Expedia admits that it did not specifically respond  
8 to the letter attached to the Complaint as Exhibit B, and otherwise denies the allegations set forth  
9 in Paragraph 67.

10 68. Expedia denies the allegations set forth in Paragraph 68.

11 69. The allegations in Paragraph 69 state a legal conclusion to which no response is  
12 required. To the extent a response is required, Expedia denies the allegations set forth in  
13 Paragraph 69.

14 70. Expedia denies the allegations set forth in Paragraph 70.

15 71. Expedia admits the allegations set forth in Paragraph 71.

16 72. Expedia admits the allegations set forth in Paragraph 72.

17 73. Expedia admits the allegations set forth in Paragraph 73.

18 74. Expedia admits the allegations set forth in Paragraph 74.

19 75. Expedia denies the allegations set forth in Paragraph 75.

20 76. Expedia incorporates its responses to Paragraphs 1 through 75 above as if fully set  
21 forth herein.

22 77. The allegations in Paragraph 77 state a legal conclusion to which no response is  
23 required. To the extent a response is required, Expedia admits that the Complaint purports to  
24 assert a claim under 18 U.S.C. § 1030. Except as expressly admitted, Expedia denies the  
25 allegations set forth in Paragraph 77.

1           78.     The allegations in Paragraph 78 state a legal conclusion to which no response is  
2 required. To the extent a response is required, Expedia denies the allegations set forth in  
3 Paragraph 78.

4           79.     The allegations in Paragraph 79 state a legal conclusion to which no response is  
5 required. To the extent a response is required, Expedia denies the allegations set forth in  
6 Paragraph 79.

7           80.     The allegations in Paragraph 80 state a legal conclusion to which no response is  
8 required. To the extent a response is required, Expedia denies the allegations set forth in  
9 Paragraph 80.

10          81.     The allegations in Paragraph 81 state a legal conclusion to which no response is  
11 required. To the extent a response is required, Expedia denies the allegations set forth in  
12 Paragraph 81.

13          82.     The allegations in Paragraph 82 state a legal conclusion to which no response is  
14 required. To the extent a response is required, Expedia denies the allegations set forth in  
15 Paragraph 82.

16          83.     The allegations in Paragraph 83 state a legal conclusion to which no response is  
17 required. To the extent a response is required, Expedia denies the allegations set forth in  
18 Paragraph 83.

19                                   **PRAYER FOR RELIEF**

20           The allegations following Paragraph 83 are Ryanair's prayer for relief, to which no  
21 response is required. To the extent a response is required, Expedia denies all allegations therein  
22 and denies that Ryanair is entitled to any relief requested.

23                                   **DEFENSES**

24           Expedia asserts the following defenses and reserves the right to assert other defenses or  
25 claims when and if they become appropriate and/or available in this action. The statement of any  
26 defense herein does not assume the burden of proof for any issues as to which applicable law  
27 places the burden of proof on Ryanair:

1 **First Defense**

2 Ryanair's claim is barred, in whole or in part, because neither the Complaint, nor any  
3 purported cause of action alleged therein, states facts sufficient to constitute a cause of action  
4 against Expedia.

5 **Second Defense**

6 Ryanair's claim is barred, in whole or in part, because it lacks standing to pursue its  
7 asserted claims.

8 **Third Defense**

9 Ryanair's claim is barred, in whole or in part, because its alleged damages, if any, were  
10 not caused by Expedia and, if at all, were caused by the acts and/or omissions of persons other  
11 than Expedia.

12 **Fourth Defense**

13 Ryanair's claim is barred, in whole or in part, by the doctrine of laches because Ryanair  
14 waited an unreasonable period of time to file this action and that prejudicial delay has worked to  
15 the detriment of Expedia.

16 **Fifth Defense**

17 Ryanair's claim is barred, in whole or in part, by the applicable statute of limitations.

18 **Sixth Defense**

19 Ryanair's claim is barred, in whole or in part, because the Computer Fraud and Abuse  
20 Act's private right of action does not apply extraterritorially, and Ryanair is a foreign plaintiff  
21 alleging a foreign injury.

22 **Seventh Defense**

23 Ryanair's claim is barred, and this action should be dismissed, under the doctrine of  
24 *forum non conveniens*.

25 **Eighth Defense**

26 Ryanair's claim is barred, in whole or in part, by the doctrines of estoppel, waiver,  
27 acquiescence, and/or ratification.

**Ninth Defense**

Ryanair's claim is barred, in whole or in part, because of Ryanair's unclean hands and violations of federal and state law, including laws protecting competition.

**Tenth Defense**

Ryanair's claim is barred, in whole or in part, because the conduct underlying Ryanair's claim was legally justified.

**Eleventh Defense**

Ryanair's claim is barred, in whole or in part, because it has engaged in misuse of the Computer Fraud and Abuse Act by seeking to prohibit access to information that is publicly available on a public website and to violate Expedia's right to freedom of expression.

**Additional Defenses**

Expedia reserves the right to assert additional defenses during the pendency of this action.

**DEMAND FOR JURY TRIAL**

Expedia hereby demands a jury trial on all issues so triable, pursuant to Fed. R. Civ. P. 38(b).

## **COUNTERCLAIMS**

Counterclaim-Plaintiff Expedia, Inc. (“Expedia”) brings these counterclaims against Counterclaim-Defendant Ryanair DAC (“Ryanair”) and alleges as follows:

### **INTRODUCTION**

1. Ryanair, an airline based out of Ireland, is the largest airline in Europe and the dominant supplier of flights for thousands of routes in Europe. It is the only commercial airline to fly between many cities, giving it a near-complete monopoly in the market for airline services for those city-pair routes. There is nothing inherently unlawful about such a monopoly—but Ryanair is improperly using its monopoly position in the *flights* markets to eliminate competition in *other* markets, including the markets for flight/hotel/car packages, and that is unlawful. Expedia now brings suit to prevent this improper, anticompetitive conduct.

2. Expedia is an online travel company based in Bellevue, Washington. Expedia assists customers in booking travel services offered by a wide variety of third-party providers, including airlines, hotels, cars and so on. Expedia also sells travel packages, which comprise a bundle of airline, hotel, car, and/or other services sold for a single price, usually at a discount relative to the price of the components booked separately. Millions of consumers rely on Expedia to provide these services, which offer one-stop-shopping that is often superior to the offerings of Expedia’s competitors in terms of convenience, selection, value, and consumer protections and safeguards.

3. Since 2013, Expedia has sold travel package services on certain of its European websites that include flight services from Ryanair. For example, Expedia customers in England who wish to fly from London to a vacation destination like Biarritz, France have been able to purchase, on [www.expedia.co.uk](http://www.expedia.co.uk), a package consisting of a Ryanair flight as well as a hotel and car in Biarritz, often at a discount relative to the price of each travel service individually. Whenever Expedia sells a travel package that includes a Ryanair flight (or assists customers in

1 booking a Ryanair flight by itself), Ryanair receives its full retail price for that flight. For many  
2 years, Ryanair accepted payment for flights booked through Expedia without complaint.

3 4. Near the end of 2016, however, Ryanair launched a much-publicized effort to sell  
4 travel packages on its own website, publicly announcing that it intended to seize for itself the  
5 online sales of travel packages by Ryanair's competitors. At the same time, Ryanair informed  
6 Expedia that it supposedly could not continue to offer tickets for Ryanair flights. Ryanair now  
7 takes the position that consumers cannot purchase Ryanair tickets via Expedia even at their full  
8 retail price.

9 5. If Ryanair succeeds in preventing Expedia and other competitors from offering  
10 tickets for Ryanair flights, those competitors will be unable to sell travel service packages that  
11 include Ryanair flights. *And that is Ryanair's objective:* Ryanair seeks to eliminate competition  
12 in the markets for travel packages by forcing consumers to shop for such services exclusively on  
13 the Ryanair website—even though Ryanair offers less selection on that website and usually  
14 charges higher prices for comparable packages, and even though Ryanair's website and customer  
15 service have been rated poorly by consumers. Ryanair is, in short, trying to use its clear  
16 monopoly power in the market for flights to create and perpetuate an unlawful monopoly in other  
17 markets, to the detriment of both competitors and consumers.

18 6. Ryanair's efforts to destroy competition are unlawful. As a result of Ryanair's  
19 anticompetitive conduct, Expedia is losing business, and consumers are losing the benefits of  
20 competition. Expedia now brings this action to recover the damages that Ryanair's unlawful  
21 conduct has caused, to enjoin such ongoing conduct, and for a declaration that Ryanair's  
22 purported restrictions on purchases and sales of flights cannot stand.

### 23 **PARTIES**

24 7. Counterclaim-Plaintiff Expedia, Inc. ("Expedia") is an online travel company  
25 organized under the laws of the state of Washington having its principal place of business at 333  
26 108th Avenue NE, Bellevue, Washington 98004.

8. Counterclaim-Defendant Ryanair DAC (“Ryanair”) is a company organized under the laws of Ireland having its principal place of business at Ryanair Dublin Office, Airside Business Park, Swords, County of Dublin, Ireland.

### **JURISDICTION AND VENUE**

9. This Court has subject matter jurisdiction over Expedia’s counterclaims under federal law pursuant to 28 U.S.C. §§ 1331 and 1337, and over Expedia’s counterclaims under Washington law pursuant to 28 U.S.C. § 1367.

10. Venue for Expedia’s counterclaims is proper in this District under 28 U.S.C. § 1391(b)(2), (b)(1), (c)(2), and (c)(3) because, among other reasons, (i) having filed its action in this district, Ryanair is subject to personal jurisdiction in this district and also subject to venue in this district; and (ii) as a non-resident of the United States, Ryanair may be sued in any district.

### **FACTUAL ALLEGATIONS**

## **II. THE ONLINE TRAVEL INDUSTRY**

### **A. Industry Background**

11. The online travel industry emerged in the 1990s. Today, online travel companies provide critical services in the travel marketplace: they display third-party travel service provider information to consumers (listings for flights, hotels, car rentals, cruises, etc.), and then facilitate the booking of consumer reservations with those providers. These services enable consumers to search for and book travel services from a variety of different providers, at advantageous prices, all using a single, convenient online travel website.

12. Many of the services provided by online travel companies are not available when consumers purchase directly from travel service providers. Among other things, online travel companies enable consumers to compare the availability and price of a whole host of travel products offered by different providers, all in the same place and at consumers’ fingertips. This encourages price competition between providers, whose prices are shown alongside those of their competitors. Online travel companies also offer consumers travel packages that may not be

1 available elsewhere, often at lower prices than consumers would pay if they purchased each  
2 travel service independently or directly from third-party providers.

3 **B. Expedia's Business**

4 13. Expedia is an online travel company. Originally founded as a division of  
5 Microsoft, Inc. in 1996, Expedia was spun out as a separate business in 1999.

6 14. Expedia's business is conducted principally through its online websites, including  
7 expedia.com and over 40 other Expedia-branded websites targeted to a specific country and  
8 localized for different languages and currencies (*e.g.*, www.expedia.co.uk, www.expedia.fr,  
9 www.expedia.de). Expedia websites allow consumers to search for and book a variety of  
10 domestic and international travel products and services from numerous providers, including  
11 flights, hotels, car rentals, cruises, tours, vacation rentals, and other services. These booking  
12 sites also offer consumers the opportunity to book all their travel needs together in one travel  
13 package, consisting of a combination of airline tickets, hotel reservations, car rentals, travel  
14 insurance, and/or other ancillary services that a consumer might need on a particular trip.

15 15. Regardless of where Expedia's customers are located or to where they are  
16 traveling, Expedia's consumer-facing websites are all hosted, and all transactions by Expedia are  
17 processed, via servers located in the United States. In addition, decisions concerning the  
18 functionality and operation of Expedia's websites and their reservation systems are made in the  
19 United States, principally at Expedia's corporate headquarters in the State of Washington.

20 16. As noted, Expedia's websites allow consumers to purchase travel packages such  
21 as a flight and hotel package, a flight and car rental package, or a flight, hotel, and car rental  
22 package. These travel package offerings provide numerous benefits for consumers that are not  
23 available when consumers purchase travel services separately or directly from third-party  
24 providers.

25 17. First, because Expedia has relationships with different providers (airlines, hotel  
26 operators, car rental companies, and so on), Expedia is often able to negotiate discounted rates  
27 for consumers who purchase travel services as a package, resulting in a price for the package that



1 is lower than the sum of its parts. Thus, consumers who purchase travel packages on Expedia's  
2 website often spend significantly less than they would have had they purchased each component  
3 separately. Even as compared to other providers of travel packages, Expedia usually meets or  
4 beats the prices charged by its competitors.

5 18. Second, Expedia's travel package offerings provide greater choice, as consumers  
6 are often able to book travel bundles that individual service providers do not offer. Expedia  
7 offers consumers the broadest selection of travel service packages in the world.

8 19. Third, Expedia's travel package offerings maximize consumer convenience by  
9 enabling consumers to satisfy all their travel needs in a single transaction, without having to visit  
10 numerous websites, make any phone calls, or visit any brick and mortar stores.

11 20. Fourth, travel packages booked on Expedia's European websites provide a range  
12 of legal protections for consumers that generally are unavailable when travel components are  
13 booked separately, including strong cancellation rights, protections if the customer's journey  
14 cannot be completed due to natural disasters, money-back guarantees in the event of travel-  
15 service provider bankruptcy, and other protections.

16 21. Fifth, because Expedia is able to book tickets with multiple third-party airline  
17 providers, it is able to offer split tickets to consumers (*i.e.*, tickets with different airlines  
18 operating the outbound and inbound flights), including as part of a travel package. The ability to  
19 split up the flight routes on a consumer's trip between different airlines creates flexibility and  
20 increases a consumer's options significantly. Providers of airline services normally sell only  
21 their own airline services and cannot offer such split tickets to consumers.

### 22 **C. Ryanair's Business**

23 22. Ryanair is the largest airline in Europe. It operates flights across at least 31  
24 European countries in at least 210 different airports. Ryanair flies many different "city pair"  
25 routes between these airports—routes defined by reference to a point of origin and point of  
26  
27

1 destination. Ryanair is the *only* available commercial airline for more than two thousand city-  
 2 pair routes. It is also the dominant airline for numerous other city-pair routes.

3 23. Although the majority of Ryanair's revenue comes from the sale of airline tickets,  
 4 a substantial amount of its business consists of "ancillary revenues." As of year-end 2017,  
 5 Ryanair's total revenues were €6.6 billion, of which €1.8 billion, or 27%, were attributed to sales  
 6 of ancillary services. Ryanair's "ancillary revenues" consist primarily of revenues received from  
 7 the sale of "non-flight scheduled operations," which include revenues from hotel  
 8 accommodations, travel insurance, car rentals, and travel service packages.

9 24. Like Expedia, Ryanair offers consumers non-flight travel services from third  
 10 parties, such as hotel accommodations and car rentals, that can be purchased together with a  
 11 flight in a single transaction. On information and belief, however, Ryanair normally does not  
 12 discount the components of such packages to the same extent as Expedia. Thus, whereas  
 13 Expedia's customers typically save substantial amounts of money by purchasing travel packages  
 14 involving Ryanair flights through Expedia websites, Ryanair's customers usually do not save as  
 15 much money when purchasing travel services together from Ryanair. On information and belief,  
 16 Expedia also offers a far wider selection of hotels, vacation rentals and other travel services as  
 17 compared with Ryanair. And while Ryanair has had the dubious distinction of being rated by  
 18 consumers as "the second worst-ranked brand" in the world based on, among other things, its  
 19 "badly designed website and poor customer service,"<sup>1</sup> Expedia's consumer experience is  
 20 streamlined and highly rated.

### 21 **III. RYANAIR'S EFFORTS TO MONOPOLIZE THE RELEVANT MARKETS**

#### 22 **A. The Relevant Markets**

23 25. The relevant markets applicable to this dispute include the markets for online  
 24 sales of travel package services (including airline, hotel, car rental, and/or other services) for the  
 25  
 26

27 <sup>1</sup> See, e.g., [https://www.dailymail.co.uk/travel/travel\\_news/article-2812512/Ryanair-named-second-worst-brand-WORLD-customer-service-AXA-insurance-comes-poll.html](https://www.dailymail.co.uk/travel/travel_news/article-2812512/Ryanair-named-second-worst-brand-WORLD-customer-service-AXA-insurance-comes-poll.html).

1 city-pair routes identified in Appendices A and B. Expedia and Ryanair are competitors in these  
2 markets.

3 26. The relevant markets applicable to this dispute also include the markets for airline  
4 services for those city-pair routes because Ryanair has sought to leverage its monopoly position  
5 in the market for airline services to obtain an improper monopoly in the market for travel  
6 packages.

7 27. Ryanair is the sole provider of airline services for more than two thousand city-  
8 pair routes and is the dominant provider of airline services for hundreds of others. To the extent  
9 presently known to Expedia, a list of the city-pair routes where Ryanair is the sole provider of  
10 airline services is provided in Appendix A hereto, and a list of the city-pair routes where Ryanair  
11 has more than a 50% share of the relevant market for airline services is provided in Appendix B  
12 hereto.

13 28. There are no reasonably interchangeable substitutes for the travel package  
14 services that constitute the relevant markets. The industry and public recognize these products as  
15 distinct from others, given their peculiar characteristics and uses directed to a distinct class of  
16 consumers.

17 29. Non-package travel services (*e.g.*, flight-only offerings) are not reasonably  
18 interchangeable substitutes for the package travel services that constitute the relevant markets.  
19 Consumers who purchase travel packages often do so specifically to avoid having to purchase  
20 multiple different components of their travel itinerary from different providers in different  
21 transactions. Consumers also understand that travel packages typically cost less than the sum of  
22 their parts. In addition, many European consumers specifically seek out packages because they  
23 offer legal protections under the European Union's "Travel Package Directive" that are  
24 otherwise unavailable.<sup>2</sup> The availability of a non-package travel service thus would not satisfy  
25  
26

27 <sup>2</sup> See, *e.g.*, <https://www.theguardian.com/business/2017/aug/14/online-package-holidays-to-get-tougher-protection>.

1 the same consumer need as, and would not be a reasonably interchangeable substitute for, the  
2 sale of travel packages for the at-issue city-pair routes.

3 30. Neither are non-airline travel services reasonably interchangeable substitutes.  
4 Because Ryanair is the only airline for thousands of city-pair routes, there is no substitute  
5 available for consumers who wish to travel by air on such routes. Most of Ryanair's routes span  
6 the European continent and are not easily traversed without taking a flight. And even where  
7 other travel options are feasible, such as travel by rail or bus, those alternatives are usually much  
8 slower and not a reasonably interchangeable substitute for air travel.

9 31. Finally, travel packages with alternative city-pair routes are not reasonably  
10 interchangeable substitutes. In general, consumers who purchase travel packages for a particular  
11 city-pair route intend to begin their journey at a specified location and arrive at a specified  
12 location. Flights to other destinations typically are not reasonably interchangeable substitutes.

13 32. The geographic scope of the relevant markets is each country within which  
14 consumers are able to purchase travel packages on city-pair routes. Whether shopping on  
15 Expedia's website, Ryanair's website, or that of any other travel service provider or online travel  
16 company, consumers typically visit the websites available in, or geographically tailored for, the  
17 countries within which the consumers reside. For example, Expedia operates numerous different  
18 versions of its website, each tailored geographically to the location of the consumer visiting the  
19 site. The geographic scope of the relevant markets is each country within which consumers are  
20 able to purchase travel packages for the at-issue city-pair routes.

21 **B. Ryanair Has Monopoly Power In The Relevant Markets For Airline Services**

22 33. As discussed above, Ryanair is, for more than two thousand city-pair routes, the  
23 only available commercial airline. As such, consumers who wish to travel by plane on these  
24 routes in many cases have no realistic option other than to fly with Ryanair.

25 34. The same is true for consumers who wish to purchase travel packages on these  
26 routes. Because Ryanair is the only airline that flies these routes, consumers wishing to travel  
27 the routes by plane cannot purchase travel packages that do not include Ryanair as the airline.

1 And because there is no other airline which can provide the flight portion of the package,  
 2 Expedia and other online travel companies cannot even participate—let alone compete—in the  
 3 relevant travel packages markets without access to Ryanair’s airline services.

4 35. Ryanair’s dominance has thus forced Expedia to rely on Ryanair for an essential  
 5 facility—its airline facilities and services. Where Ryanair is the only provider of airline services,  
 6 Expedia cannot participate in the relevant travel packages markets without offering Ryanair  
 7 flights. And Expedia cannot reasonably or practically duplicate Ryanair’s service, confirming  
 8 that it is essential. To do so, Expedia would have to establish its own airline service on each of  
 9 the more than two thousand city-pair routes where Ryanair is the sole provider. The barriers that  
 10 Expedia would face in setting up a brand new airline in Europe, including the capital,  
 11 operational, and regulatory requirements it would have to meet, are prohibitive. Moreover,  
 12 airport capacity, including slot availability, is a significant barrier to entry.

13 36. On the other hand, it would require virtually nothing of Ryanair to allow Expedia  
 14 to make use of this essential facility. When consumers purchase travel packages that include  
 15 Ryanair flights from Expedia, Ryanair receives the full retail price of its tickets and thus makes  
 16 its full, customary profit.

17 **C. Expedia’s European Sites Offer Ryanair Flights As Part Of Travel Packages,**  
 18 **To The Benefit Of Both Consumers And Ryanair**

19 37. Expedia began to assist customers in booking Ryanair flights, and to sell packages  
 20 including Ryanair flights, in 2013. On information and belief, Ryanair was aware of this conduct  
 21 since its inception. For the entire relevant time period, when Expedia has assisted a customer in  
 22 booking a Ryanair flight, Ryanair has received the exact same amount that it would have  
 23 received had the consumer purchased the flight directly from Ryanair.

24 38. Expedia’s ability to offer tickets for Ryanair flights has provided numerous  
 25 benefits to consumers. Because Expedia sells travel bundles at prices that are less than the sum  
 26 of their parts, it has introduced competition and lowered prices. Expedia has also brought greater  
 27 choice, as consumers are able to purchase travel bundles that Ryanair does not offer. Even  
 where Ryanair offers the same travel package as Expedia, Expedia usually charges less. And as

1 noted, most consumers prefer the shopping experience offered by Expedia. Thus, the value to  
2 consumers of Expedia's ability to compete with Ryanair is significant.

3 39. Expedia's ability to offer tickets for Ryanair flights has also benefitted Ryanair.  
4 Consumers who visit ryanair.com typically are already in the market for Ryanair flights—they  
5 know that they want to fly on a particular route with Ryanair. Consumers who visit Expedia  
6 websites, on the other hand, often do not know in advance what airline they can or want to use  
7 and may be in the market for all manner of services that could be packaged with a flight, many of  
8 which Ryanair either does not offer or cannot offer at the same price as Expedia. Expedia thus  
9 has the capability to book tickets for Ryanair flights that would otherwise remain unpurchased.  
10 And on information and belief, Expedia has facilitated the booking of numerous tickets for  
11 Ryanair flights that Ryanair would not otherwise have sold. Indeed, most airlines *pay* Expedia to  
12 offer their flights precisely because their sales of flight tickets increase when Expedia offers  
13 them to its customers.

14 40. For all bookings of Ryanair flights facilitated by Expedia, Ryanair has received its  
15 full retail price. For all such transactions, Ryanair has also been able to charge the full range of  
16 ancillary fees that it charges consumers—a consumer buying a Ryanair flight ticket via Expedia  
17 is just as likely to need to check in baggage, for example, as one who purchases directly on  
18 ryanair.com, and Ryanair can thus charge checked baggage fees either way. Thus, upon  
19 information and belief, Expedia's offerings of Ryanair flights have allowed Ryanair to sell flight  
20 tickets and earn profits that it would not otherwise have sold and earned.

21 **D. Ryanair Seeks To Use Its Monopoly Power In The Relevant Markets For**  
22 **Airline Services To Obtain Monopoly Power In The Relevant Markets For**  
**Travel Package Services**

23 41. Although Ryanair has profited and would continue to profit from sales of Ryanair  
24 flights via Expedia, Ryanair has attempted to prevent Expedia from offering Ryanair flights in  
25 order to eliminate competition in the relevant markets for travel package services. By preventing  
26 sales of Ryanair flights except by Ryanair itself, Ryanair seeks to obtain complete and total  
27

1 dominance in the market for travel package services for the city-pair routes where Ryanair is the  
2 only available airline.

3 42. To effect this unlawful monopoly, Ryanair has purported to require visitors to its  
4 website to agree to certain Terms of Use (the “TOU”) restricting the purposes for which the  
5 website can be used.<sup>3</sup> Ryanair’s TOU contains a number of terms and conditions that are  
6 unlawful in light of Ryanair’s monopoly power, including terms purporting to prohibit any  
7 commercial use of Ryanair’s website and providing that the Ryanair website “is the only website  
8 authorised to sell Ryanair flights, whether on their own or as part of a package.”

9 43. In addition, although Ryanair had been voluntarily accepting payment for flights  
10 booked through Expedia without complaint for years, starting in 2013, Ryanair changed course  
11 in late 2016, stating that it would no longer permit Expedia to offer its flights. For example, in  
12 September 2016, Ryanair’s CEO informed an Expedia executive that Ryanair would not agree to  
13 any business arrangement under which Expedia would continue to sell travel packages that  
14 include Ryanair flights. Two months later, in November 2016, Ryanair introduced a new  
15 mandatory login procedure on its website, stating that its purpose in doing so was to prevent  
16 competitors from booking Ryanair flights on behalf of their customers.<sup>4</sup>

17 44. These changes took place right before Ryanair made a push into the travel  
18 packages markets itself and, upon information and belief, were motivated by Ryanair’s desire to  
19 destroy competition in those markets. Ryanair first started selling travel packages pursuant to a  
20 new program called “Ryanair Holidays” in December 2016. As Ryanair acknowledged, this new  
21 package offering was an attempt to seize for Ryanair all sales of travel packages by Ryanair’s  
22 competitors: “30 million of our 120 million customers [were] already booking Ryanair air  
23 flights as part of a package experience” through “package deals elsewhere,” and Ryanair sought  
24

25  
26 <sup>3</sup> A copy of the TOU that purportedly was in effect as of the inception of this action is  
attached to Ryanair’s Complaint as Exhibit A.

27 <sup>4</sup> See, e.g., *Ryanair Introduces Automatic ‘My Ryanair’ Account Membership for Bookings*,  
Raidió Teilifís Éireann (Oct. 25, 2016, 12:28 PM), <http://www.rte.ie/news/business/2016/1025/826712-ryanair/>.



1 to capture those sales of travel packages for itself.<sup>5</sup> Ryanair's goal was to become "a kind of  
2 Amazon for travel in Europe"—and according to Ryanair's CEO, "we have the scale to do it."<sup>6</sup>

3 45. By refusing to deal with Expedia, Ryanair is willingly undermining its own  
4 profits in the immediate term. As noted, Ryanair sells additional flight tickets, and makes its full  
5 customary profit on such sales, when Expedia offers its flights to consumers. On information  
6 and belief, Ryanair has thus made the strategic decision to forego the short-term revenues and  
7 profits that it makes from Expedia offering tickets for Ryanair flights for the purpose of  
8 eliminating competition with Ryanair in the market for travel service packages.

9 46. There is no economically rational explanation for this decision, aside from its  
10 anticompetitive effect. Ryanair itself recognizes the risk that it will not be able to keep its planes  
11 full. As stated in Ryanair's annual report for 2017:

12 Ryanair intends to continue to expand its fleet and add new destinations and  
13 additional flights, with the goal of increasing Ryanair's booked passenger  
14 volumes to approximately 200 million passengers per annum by March 31, 2024,  
15 an increase of approximately 67% from the approximately 120 million passengers  
16 booked in the 2017 fiscal year. However, no assurance can be given that this  
17 target will be met. If growth in passenger traffic and Ryanair's revenues do not  
18 keep pace with the planned expansion of its fleet, Ryanair could suffer from  
19 overcapacity and its results of operations and financial condition (including its  
20 ability to fund scheduled purchases of the new aircraft and related debt  
21 repayments) could be materially adversely affected.

22 47. Ryanair thus recognizes the risk that its flights will not be sufficiently full if  
23 passenger growth does not increase significantly. Given this risk, Ryanair's decision to refuse to  
24 allow Expedia to sell its flights even at their full retail prices, when such sales increase bookings  
25 on Ryanair, is a uniquely irrational decision but for the possibility of collateral, long-term  
26 benefits from excluding Expedia as a competitor. Upon information and belief, Ryanair has  
27

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24 <sup>5</sup> Rachel Gee, *Ryanair Launches Holidays with Promise to Keep Being 'Bastards on Cost'*,  
25 Marketing Week (Dec. 2, 2016, 5:27 PM), <https://www.marketingweek.com/2016/12/02/ryanair-holidays/>.

26 <sup>6</sup> See John Hutchinson, *Ryanair Wants to Become the 'Amazon of Travel': CEO Michael*  
27 *O'Leary Says Carrier is Set to Offer Hotel Bookings and TripAdvisor-Style Reviews*, Daily Mail  
(Sept. 28, 2015, 5:38 PM), [https://www.dailymail.co.uk/travel/travel\\_news/article-3252001/Ryanair-wants-Amazon-travel-CEO-Michael-O-Leary-says-carrier-set-offer-hotel-bookings-TripAdvisor-style-review.html](https://www.dailymail.co.uk/travel/travel_news/article-3252001/Ryanair-wants-Amazon-travel-CEO-Michael-O-Leary-says-carrier-set-offer-hotel-bookings-TripAdvisor-style-review.html).



engaged in this conduct for the purpose and with the specific intent of ensuring that third parties like Expedia cannot compete with it in the markets for travel package services.

48. Ryanair has, moreover, already accomplished its anticompetitive goals and has eliminated competition in some markets. For example, as a result of Ryanair's unlawful conduct discussed above, Expedia does not offer its customers tickets for Ryanair flights or travel packages that include Ryanair flights on Expedia's United States website, expedia.com, or other websites owned by Expedia, such as orbitz.com, travelocity.com, and cheaptickets.com. Both Expedia and the consuming public are thus already being injured by Ryanair's anticompetitive conduct.

#### **IV. THE ANTICOMPETITIVE EFFECTS OF RYANAIR'S CONDUCT**

##### **A. Injury to Expedia**

49. Ryanair is the exclusive airline service provider for thousands of city-pair routes, and the dominant provider for many others. If Ryanair is permitted to prevent others from offering its flights on these routes, then no one other than Ryanair can even participate in the relevant markets, let alone compete with Ryanair in those markets. The injury to Expedia from Ryanair's anticompetitive conduct is thus the complete and total loss of all revenue and goodwill it would obtain from competing in the relevant markets. Expedia has already suffered such injury, including in markets where Expedia does not sell Ryanair flights.

##### **B. Injury to Consumers**

50. If Ryanair is successful in monopolizing the relevant markets such that no one other than Ryanair can sell travel packages that include its flights, consumers will also suffer because of the loss of competition on price and choice. As described above, Expedia's travel bundles often cost less combined than it would cost to purchase each separate travel service independently, and less than those of its competitors. Expedia also offers wider selection and, according to many consumers, a better shopping experience. If Expedia and other online travel companies cannot sell travel bundles that include Ryanair flights, then the only option that consumers will have will be to buy directly from Ryanair. Ryanair will no longer have to

1 compete, and prices for consumers will effectively increase, while their choices will decrease.  
2 Consumers will be subject to Ryanair's mercy and whims when it comes to travel package  
3 availability and pricing.

4 **COUNTERCLAIMS**

5 **FIRST COUNTERCLAIM**

6 **(Attempted Monopolization in Violation of Sherman Act Section 2, 15 U.S.C. § 2)**

7 51. Expedia hereby repeats and realleges and incorporates by reference each and  
8 every allegation of this pleading as though fully set forth herein.

9 52. Ryanair has engaged in anticompetitive, exclusionary, and predatory conduct,  
10 including but not limited to Ryanair's refusal to deal with Expedia and other competitors,  
11 Ryanair's denial to Expedia and other competitors of access to an essential facility, and  
12 Ryanair's leveraging of its monopoly power from one market to another, as alleged herein.

13 **Refusal To Deal**

14 53. Expedia began offering tickets for Ryanair flights in 2013, and, on information  
15 and belief, Ryanair was fully aware of that conduct. Ryanair consistently and voluntarily  
16 accepted payments for such flights without complaint, establishing a course of conduct. Now,  
17 however, Ryanair is refusing to permit Expedia to offer tickets for its airline services even if  
18 compensated at full retail prices. Ryanair is persisting with this refusal even though it will sell  
19 fewer airline tickets as a result.

20 54. By this conduct, Ryanair is forsaking short-term profits, including profits from  
21 additional sales of its airline services, in order to achieve an anticompetitive end. Upon  
22 information and belief, Ryanair is engaged in such conduct with the purpose and intent of  
23 preventing Expedia from competing in the relevant markets for online sales of travel package  
24  
25  
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27

1 services for the city-pair routes where Ryanair is the sole or dominant provider of airline  
2 services.

3 Denial of Access to Essential Facility

4 55. Ryanair has acquired control of an essential facility, which is a facility that is  
5 essential to competition in the relevant markets. In particular, Ryanair's airline services for the  
6 city-pair routes where it is the sole provider of airline services is an essential facility. Without  
7 access to Ryanair's airline services, Expedia and other competitors cannot compete in the  
8 relevant markets for online sales of travel package services for such city-pair routes. In fact,  
9 without the ability to sell Ryanair's airline services, Expedia and other competitors cannot  
10 participate in the relevant markets for travel package services at all.

11 56. Expedia cannot reasonably or practically duplicate the essential facility. Expedia  
12 cannot reasonably or practically start a new airline.

13 57. Ryanair has denied Expedia and other competitors access to the essential facility  
14 on reasonable terms. Ryanair is refusing to permit Expedia to sell Ryanair's airline services,  
15 including when contained in Expedia's travel package services, even if compensated at full retail  
16 prices.

17 58. Ryanair can feasibly provide Expedia and other competitors with access to the  
18 essential facility. In the past Ryanair accepted retail prices for its airline services when sold via  
19 Expedia, and it could continue to do so now.

20 Leveraging

21 59. Ryanair has used its monopoly power in one market (the market for airline  
22 services for the city-pair routes where Ryanair is the sole or dominant provider) to attempt to  
23  
24  
25  
26  
27

1 obtain monopoly power in another market (the market for online sales of travel package services  
2 for the city-pair routes where Ryanair is the sole or dominant provider of airline services).

3 60. Ryanair's conduct has had an anticompetitive effect in the relevant markets, and  
4 no procompetitive effect.

5 61. Upon information and belief, Ryanair's conduct has not been motivated by any  
6 legitimate business purpose. To the contrary, Ryanair has engaged in its anticompetitive,  
7 exclusionary, and predatory conduct with the specific intent of monopolizing the relevant  
8 markets.

9 62. Ryanair's conduct has created a dangerous probability of success in monopolizing  
10 the relevant markets. To the extent its conduct is successful, Ryanair will acquire a 100% share  
11 of the relevant markets. Ryanair will exclude competition and then be able to increase prices  
12 above a competitive level in the relevant markets.

13 63. Ryanair's conduct has had a substantial effect on interstate and foreign commerce.  
14 As alleged herein, Ryanair's conduct has involved trade or commerce in the United States, and/or  
15 trade or commerce with foreign nations which constitutes import trade or commerce and/or  
16 which has a direct, substantial, and reasonably foreseeable effect, which gives rise to Expedia's  
17 claim, on trade or commerce in the United States, import trade or commerce, and/or export trade  
18 or commerce of Expedia which is engaged in such trade or commerce in the United States.

19 64. Expedia has suffered and will suffer injury of the type that the antitrust laws were  
20 intended to prevent. Expedia has been and will be injured by the harm to competition resulting  
21 from Ryanair's conduct.

22 65. Expedia has been and will be injured in its business or property as a result of  
23 Ryanair's conduct.

**SECOND COUNTERCLAIM**

**(Monopolization in Violation of Sherman Act Section 2, 15 U.S.C. § 2)**

66. Expedia hereby repeats and realleges and incorporates by reference each and every allegation of this pleading as though fully set forth herein.

67. Ryanair has acquired monopoly power in the relevant markets. Ryanair is the sole or dominant supplier of airline services for thousands of city-pair routes. To the extent Ryanair has prevented Expedia and other competitors from selling Ryanair's airline services, Expedia and other competitors are also unable to sell travel package services that include Ryanair's airline services. As a result, Ryanair is also the dominant supplier of travel package services for numerous relevant markets.

68. Ryanair has willfully acquired and maintained monopoly power in the relevant markets by means of anticompetitive, exclusionary, and predatory conduct, including but not limited to Ryanair's refusal to deal with Expedia and other competitors, Ryanair's denial to Expedia and other competitors of access to an essential facility, and Ryanair's leveraging of its monopoly power from one market to another, as alleged herein.

69. Ryanair's conduct alleged herein has had an anticompetitive effect in the relevant markets.

70. Ryanair's conduct alleged herein has had no legitimate business purpose or procompetitive effect.

71. Ryanair's conduct has had a substantial effect on interstate and foreign commerce. As alleged herein, Ryanair's conduct has involved trade or commerce in the United States, and/or trade or commerce with foreign nations which constitutes import trade or commerce and/or which has a direct, substantial, and reasonably foreseeable effect, which gives rise to Expedia's claim, on trade or commerce in the United States, import trade or commerce, and/or export trade or commerce of Expedia which is engaged in such trade or commerce in the United States.

1           72. Expedia has suffered and will suffer injury of the type that the antitrust laws were  
2 intended to prevent. Expedia has been and will be injured by the harm to competition resulting  
3 from Ryanair's conduct.

4                                   **THIRD COUNTERCLAIM**

5                           **(Unfair Methods of Competition in Violation of Washington**  
6                           **Consumer Protection Act, RCW § 19.86.020)**

7           73. Expedia hereby repeats and realleges and incorporates by reference each and  
8 every allegation of this pleading as though fully set forth herein.

9           74. Ryanair has engaged in unfair methods of competition and unfair acts or  
10 practices, including but not limited to Ryanair's refusal to deal with Expedia and other  
11 competitors, Ryanair's denial to Expedia and other competitors of access to an essential facility,  
12 and Ryanair's leveraging of its monopoly power from one market to another, as alleged herein.  
13 Ryanair's conduct has threatened an actual or incipient violation of the antitrust laws and  
14 violated the policy or spirit of those laws.

15           75. Ryanair has engaged in unfair methods of competition and unfair acts or practices  
16 in the conduct of trade or commerce, including sales or commerce directly or indirectly affecting  
17 the people of the state of Washington.

18           76. Ryanair's conduct has harmed and will harm the public interest, including the  
19 public interest in fair competition and consumer welfare, as alleged herein.

20           77. Expedia has suffered and will suffer injury in its business or property.

21           78. Ryanair's conduct has caused and will cause injury to Expedia's business or  
22 property.

23                                   **FOURTH COUNTERCLAIM**

24                           **(Tortious Interference with Business Expectancy Under Washington Law)**

25           79. Expedia hereby repeats and realleges and incorporates by reference each and  
26 every allegation of this pleading as though fully set forth herein.

1           80.     At the time of Ryanair's conduct, Expedia had a business expectancy with a  
2 probability of future economic benefit for Expedia, including but not limited to a business  
3 expectancy to continue online sales of travel package services for the city-pair routes where  
4 Ryanair is the sole or dominant provider of airline services.

5           81.     Ryanair knew of the existence of that business expectancy, which was publicly  
6 known.

7           82.     By its conduct alleged herein, Ryanair has intentionally induced or caused the  
8 termination of that business expectancy. In particular, Ryanair has prevented and is seeking to  
9 prevent Expedia from continuing to sell travel packages to its customers, as alleged herein.

10          83.     Ryanair's interference was for an improper purpose or by improper means,  
11 including but not limited to violations of the antitrust laws, as alleged above.

12          84.     Ryanair's conduct was a proximate cause of damages to Expedia.

13                                   **FIFTH COUNTERCLAIM**

14                           **(Declaratory Judgment Under 28 U.S.C. § 2201(a))**

15          85.     Expedia hereby repeats and realleges and incorporates by reference each and  
16 every allegation of this pleading as though fully set forth herein.

17          86.     There is an actual and justiciable controversy between Ryanair and Expedia as to  
18 whether Expedia may offer Ryanair's flights to its customers. Accordingly, Expedia seeks a  
19 declaration that it is permitted to buy and sell Ryanair's airline services and to offer such services  
20 to consumers, including to provide travel service packages to consumers, notwithstanding any  
21 statements to the contrary in Ryanair's terms of use or otherwise. By preventing and seeking to  
22 prevent Expedia from buying and selling Ryanair's airline services and offering such services to  
23 consumers, Ryanair has violated numerous laws, as alleged herein. Expedia is entitled to a  
24 declaration that Ryanair's purported restrictions are unlawful.

25                                   **PRAYER FOR RELIEF**

26           Wherefore, Expedia requests the following relief:

27                   a.     Damages in an amount to be determined at trial;

- b. Treble damages;
- c. Attorneys' fees;
- d. Costs;
- e. Pre-judgment and post-judgment interest at the maximum rate permitted under the law;
- f. Punitive damages;
- g. Injunctive relief, including but not limited to an injunction barring Ryanair's conduct alleged herein;
- h. Declaratory relief as alleged herein; and
- i. such other and further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(a) of the Federal Rules of Civil Procedure, Expedia demands a jury trial on all issues triable by a jury.



1 Dated: September 14, 2018

QUINN EMANUEL URQUHART &  
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2  
3  
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15 Attorneys for Defendant Expedia, Inc.  
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## Appendix A

City-Pair Routes Where Ryanair Is The Sole Commercial Airline

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
MRS	PMO
STN	BTS
KRK	STN
STN	KRK
BGY	PMO
PMO	BGY
BGY	PSR
PSR	BGY
SUF	BGY
BGY	SUF
CPH	STN
STN	CPH
CRL	ATH
ATH	CRL
LNZ	STN
SZG	DUB
BRU	GNB
BRU	TSF
CRL	ACE
CRL	AGA
CRL	AHO
CRL	AOI
CRL	BCN
CRL	BDS
CRL	BGY
CRL	BIQ
CRL	BLO
CRL	BOD
CRL	BRI
CRL	BTS
CRL	CAG
CRL	CCF
CRL	CFU
CRL	CHO
CRL	CIA
CRL	CIY
CRL	CPH
CRL	DUB
CRL	EDI
CRL	EGC
CRL	FAO

<sup>7</sup> The airports to which these airport codes correspond can be identified by searching at <https://www.iata.org/publications/Pages/code-search.aspx>.

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
CRL	FNI
CRL	FSC
CRL	FUE
CRL	GLA
CRL	GRO
CRL	IBZ
CRL	KRK
CRL	LEI
CRL	LIS
CRL	LRH
CRL	MAD
CRL	MAN
CRL	MPL
CRL	MRS
CRL	NYO
CRL	OPO
CRL	PDV
CRL	PEG
CRL	PFO
CRL	PGF
CRL	PMO
CRL	PRG
CRL	PSA
CRL	PSR
CRL	PUY
CRL	RAK
CRL	RDZ
CRL	REU
CRL	RIX
CRL	RJK
CRL	SDR
CRL	SKG
CRL	SUF
CRL	SVO
CRL	TGD
CRL	TLS
CRL	TPS
CRL	TRN
CRL	TSF
CRL	VAR
CRL	VCE
CRL	VDA
CRL	VLC
CRL	VNO
CRL	VRN
CRL	WMI
CRL	WRO
CRL	ZAD
CRL	ZAZ
PDV	BGY
PDV	CRL

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
PDV	HHN
PDV	STN
SOF	CDT
SOF	CIA
SOF	DUB
SOF	GLA
SOF	HAM
SOF	LPL
SOF	NYO
SOF	PSA
SOF	SXF
SOF	TSF
SOF	VCE
VAR	CRL
PUY	CRL
PUY	HHN
RJK	CRL
RJK	NYO
RJK	STN
ZAD	BRS
ZAD	BVA
ZAD	CPH
ZAD	CRL
ZAD	DUB
ZAD	FKB
ZAD	GLA
ZAD	GOT
ZAD	HHN
ZAD	MAN
ZAD	MRS
ZAD	NRN
ZAD	NYO
ZAD	STN
ZAD	SXF
PFO	CIA
PFO	CRL
PFO	KRK
PFO	KUN
PFO	NYO
PFO	SKG
BRO	STN
OSR	BGY
OSR	STN
PRG	CRL
PRG	KRK
PRG	LPL
PRG	TPS
AAL	STN
AAR	GDN
AAR	STN
BLL	BGY

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
BLL	BUD
BLL	CIA
BLL	GRO
BLL	MLA
BLL	POZ
BLL	PSA
BLL	STN
BLL	SXF
CPH	BGY
CPH	CGN
CPH	CIA
CPH	CRL
CPH	OPO
CPH	PSR
CPH	VLC
CPH	ZAD
TLL	BRE
TLL	DUB
TLL	GRO
TLL	NRN
TLL	STN
TMP	BRE
TMP	BUD
BIO	CRL
BIO	DUB
BIO	NYO
BIO	STN
BOD	BGY
BOD	BLO
BOD	CIA
BOD	CRL
BOD	EDI
BOD	OPO
BOD	ORK
BOD	STN
BOD	SVO
BVA	AGP
BVA	ALC
BVA	BCN
BVA	BDS
BVA	BGY
BVA	BLO
BVA	BRI
BVA	BTS
BVA	BUD
BVA	BZR
BVA	CAG
BVA	CIA
BVA	DUB
BVA	FAO
BVA	FEZ

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
BVA	FSC
BVA	GRO
BVA	KRK
BVA	LIS
BVA	MAD
BVA	MAN
BVA	NDR
BVA	NYO
BVA	OPO
BVA	ODU
BVA	PMI
BVA	PMO
BVA	PSA
BVA	RAK
BVA	RBA
BVA	SKG
BVA	SVO
BVA	TFS
BVA	TNG
BVA	TSF
BVA	VCE
BVA	VLC
BVA	WMI
BVA	WRO
BVA	ZAD
BVA	ZAZ
BVE	STN
BZR	BRS
BZR	BVA
BZR	EDI
BZR	LTN
BZR	MAN
BZR	NRN
BZR	NYO
BZR	STN
CCF	CRL
CCF	DUB
CCF	EDI
CCF	EMA
CCF	GLA
CCF	MAN
CCF	OPO
CCF	ORK
CCF	STN
CFE	OPO
CFE	STN
DLE	FEZ
DLE	OPO
DLE	RAK
DNR	EMA
DNR	STN

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
DOL	STN
EBU	FEZ
EBU	OPO
EGC	BRS
EGC	CRL
EGC	EMA
EGC	LPL
EGC	STN
FNI	CRL
FNI	FEZ
FNI	LPL
FNI	LTN
FNI	RAK
FNI	STN
FSC	BVA
FSC	CRL
GNB	BRU
GNB	DUB
LDE	BGY
LDE	CIA
LDE	KRK
LDE	STN
LIG	BRS
LIG	EMA
LIG	LBA
LIG	MAN
LIG	STN
LIL	OPO
LRH	CRL
LRH	DUB
LRH	OPO
LRH	STN
LRT	OPO
LRT	STN
MPL	CRL
MPL	HHN
MPL	LBA
MRS	CHO
MRS	CIA
MRS	CRL
MRS	CTA
MRS	EDI
MRS	EIN
MRS	FEZ
MRS	KRK
MRS	NDR
MRS	OPO
MRS	ODU
MRS	PIS
MRS	STN
MRS	SVO

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
MRS	TNG
MRS	TUF
MRS	VLC
MRS	ZAD
NTE	EDI
NTE	FEZ
PGF	BHX
PGF	CRL
PGF	RAK
PGF	STN
PIS	DUB
PIS	EDI
PIS	MRS
PIS	OPO
PIS	STN
RDZ	CRL
RDZ	DUB
SXB	OPO
SXB	STN
TLS	CRL
TLS	EDI
TLS	STN
TLS	WMI
TUF	DUB
TUF	MRS
TUF	OPO
TUF	RAK
TUF	STN
XCR	OPO
XCR	RAK
BRE	AGP
BRE	ALC
BRE	BGY
BRE	CHO
BRE	DUB
BRE	EDI
BRE	FAO
BRE	FEZ
BRE	GRO
BRE	LIS
BRE	NYO
BRE	OPO
BRE	RIX
BRE	SKG
BRE	STN
BRE	TLL
BRE	TMP
BRE	VNO
CGN	BGY
CGN	BRS
CGN	CIA



<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
CGN	CPH
CGN	OPO
CGN	RIX
CGN	SVO
CGN	SXF
CGN	TSF
CGN	VIT
CGN	VLC
CGN	VNO
CGN	WMI
DTM	AGP
DTM	KRK
DTM	OPO
DTM	SKG
DTM	STN
FKB	AGP
FKB	ALC
FKB	BRI
FKB	CIA
FKB	EDI
FKB	GRO
FKB	LIS
FKB	MLA
FKB	OPO
FKB	SKG
FKB	SOF
FKB	STN
FKB	SUF
FKB	SVO
FKB	TLV
FKB	TPS
FKB	VDA
FKB	WMI
FKB	ZAD
FMM	AGP
FMM	AHO
FMM	ALC
FMM	CHO
FMM	DUB
FMM	FAO
FMM	FEZ
FMM	GRO
FMM	NYO
FMM	OMR
FMM	OPO
FMM	PMI
FMM	PMO
FMM	SKG
FMM	STN
FMM	SVO
FMM	TFS

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
FMM	WMI
FRA	BDS
FRA	BGY
FRA	GLA
FRA	PSA
FRA	STN
FRA	TSF
HAM	BGY
HAM	KTW
HAM	OPO
HAM	RAK
HAM	SOF
HAM	STN
HAM	SUF
HAM	SVO
HAM	TRF
HAM	TSF
HAM	VRN
HHN	ACE
HHN	AGP
HHN	AHO
HHN	ALC
HHN	BGY
HHN	BRI
HHN	CAG
HHN	CHO
HHN	CIA
HHN	CIY
HHN	DUB
HHN	EDI
HHN	FAO
HHN	FEZ
HHN	GRO
HHN	IBZ
HHN	KIR
HHN	LIS
HHN	LPA
HHN	MPL
HHN	NAP
HHN	NDR
HHN	NOY
HHN	OPO
HHN	PDL
HHN	PDV
HHN	PMI
HHN	PSA
HHN	PSR
HHN	PUY
HHN	RAK
HHN	REU
HHN	RIX

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
HHN	SCO
HHN	SKG
HHN	STN
HHN	SUF
HHN	TFS
HHN	TNG
HHN	TPS
HHN	TSF
HHN	VCE
HHN	VDA
HHN	VLC
HHN	VNO
HHN	XRY
HHN	ZAD
LEJ	STN
NRN	ACE
NRN	AGA
NRN	AGP
NRN	ALC
NRN	AOI
NRN	BGY
NRN	BLO
NRN	BRI
NRN	BZG
NRN	BZR
NRN	CAG
NRN	CFU
NRN	CHO
NRN	CIA
NRN	CIY
NRN	EDI
NRN	FAO
NRN	FEZ
NRN	FUE
NRN	GRO
NRN	IBZ
NRN	INI
NRN	LPA
NRN	LTN
NRN	MLA
NRN	NDR
NRN	NYO
NRN	OPO
NRN	ODU
NRN	PMI
NRN	PMO
NRN	PSA
NRN	PSR
NRN	RAK
NRN	SDR
NRN	SKG

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
NRN	STN
NRN	SUF
NRN	TFS
NRN	TLL
NRN	TSR
NRN	VDA
NRN	VLC
NRN	VXO
NRN	ZAD
NUE	AGP
NUE	ALC
NUE	BGY
NUE	BRI
NUE	BUD
NUE	CIA
NUE	KRK
NUE	MAD
NUE	MAN
NUE	OPO
NUE	PMO
NUE	STN
NUE	VNO
NUE	VRN
STR	MAN
SXF	ACE
SXF	ALC
SXF	BFS
SXF	BGY
SXF	BLL
SXF	BLO
SXF	BRI
SXF	BTS
SXF	CGN
SXF	CIA
SXF	DUB
SXF	EMA
SXF	INI
SXF	KIR
SXF	KRK
SXF	MAD
SXF	MLA
SXF	OPO
SXF	OTP
SXF	PMO
SXF	RIX
SXF	RZE
SXF	SDR
SXF	SNN
SXF	SOF
SXF	STN
SXF	SVO

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
SXF	TGD
SXF	TSF
SXF	TSR
SXF	VDA
SXF	VLC
SXF	VNO
SXF	VRN
SXF	ZAD
ATH	BGY
ATH	BLO
ATH	BTS
ATH	CIA
ATH	KTW
ATH	POZ
ATH	WMI
CFU	BGY
CFU	CRL
CFU	EDI
CFU	EIN
CFU	NRN
CFU	PIK
CFU	PSA
CFU	RZE
CFU	TSF
CFU	WMI
CHO	BGY
CHO	BHX
CHO	BLO
CHO	BRE
CHO	BRS
CHO	CRL
CHO	DUB
CHO	EIN
CHO	EMA
CHO	FCO
CHO	FMM
CHO	GLA
CHO	HHN
CHO	KRK
CHO	LBA
CHO	MAN
CHO	MRS
CHO	NRN
CHO	NYO
CHO	PFO
CHO	PSA
CHO	STN
CHO	TSF
CHO	VCE
CHO	VNO
CHO	WMI

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
EFL	BGY
EFL	PSA
RHO	CRL
RHO	NYO
RHO	PSA
SKG	BGY
SKG	BLO
SKG	BRE
SKG	BVA
SKG	CIA
SKG	CRL
SKG	DTM
SKG	EIN
SKG	FKB
SKG	FMM
SKG	GOT
SKG	GRO
SKG	HHN
SKG	NAP
SKG	NRN
SKG	NYO
SKG	PFO
SKG	STN
SKG	WMI
BUD	BGY
BUD	BLL
BUD	BRS
BUD	BVA
BUD	CIA
BUD	LPA
BUD	NUE
BUD	PMO
BUD	PSA
BUD	RAK
BUD	STN
BUD	TMP
BUD	TSF
BUD	VDA
BUD	VLC
DUB	BGY
DUB	BIO
DUB	BRE
DUB	BRI
DUB	BSL
DUB	BTS
DUB	BVA
DUB	BZG
DUB	CCF
DUB	CHO
DUB	CIA
DUB	CIY

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
DUB	CRL
DUB	EIN
DUB	EMA
DUB	FMM
DUB	GDN
DUB	GNB
DUB	GRO
DUB	HHN
DUB	KRK
DUB	KTW
DUB	KUN
DUB	LCJ
DUB	LEI
DUB	LRH
DUB	LTN
DUB	LUZ
DUB	MLA
DUB	OPO
DUB	PIS
DUB	PMO
DUB	POZ
DUB	RAK
DUB	RDZ
DUB	REU
DUB	RIX
DUB	RZE
DUB	SDR
DUB	SOF
DUB	STN
DUB	SVO
DUB	SXF
DUB	SZG
DUB	SZZ
DUB	TLL
DUB	TRN
DUB	TSF
DUB	TUF
DUB	VGO
DUB	VLC
DUB	VNO
DUB	WMI
DUB	WRO
DUB	ZAD
KIR	ALC
KIR	FAO
KIR	HHN
KIR	LTN
KIR	STN
KIR	SXF
NOC	ACE
NOC	AGP

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
NOC	ALC
NOC	BGY
NOC	BRS
NOC	EMA
NOC	FAO
NOC	GRO
NOC	LPL
NOC	LTN
NOC	STN
NOC	TFS
ORK	BGY
ORK	BOD
ORK	CCF
ORK	GDN
ORK	GRO
ORK	LGW
ORK	LPL
ORK	REU
ORK	STN
ORK	WRO
SNN	ALC
SNN	FUE
SNN	KRK
SNN	KUN
SNN	LGW
SNN	MAN
SNN	PMI
SNN	STN
SNN	SXF
SNN	TFS
SNN	WMI
SNN	WRO
TLV	FKB
VDA	BGY
VDA	BTS
VDA	BUD
VDA	CRL
VDA	FKB
VDA	HHN
VDA	NRN
VDA	SXF
AHO	BGY
AHO	BLO
AHO	BTS
AHO	CRL
AHO	EIN
AHO	FMM
AHO	HHN
AHO	PSA
AHO	STN
AOI	CRL



<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
AOI	NRN
AOI	STN
AOI	TPS
BDS	BGY
BDS	BLO
BDS	BVA
BDS	CRL
BDS	EIN
BDS	FRA
BDS	MAN
BDS	NYO
BDS	PSA
BDS	STN
BDS	TRN
BDS	TSF
BGY	ACE
BGY	AGP
BGY	AHO
BGY	ALC
BGY	ATH
BGY	BCN
BGY	BFS
BGY	BLL
BGY	BOD
BGY	BRE
BGY	BRI
BGY	BRN
BGY	BRS
BGY	BTS
BGY	BUD
BGY	BVA
BGY	CAG
BGY	CFU
BGY	CGN
BGY	CHO
BGY	CPH
BGY	CRL
BGY	DUB
BGY	EDI
BGY	EFL
BGY	EIN
BGY	EMA
BGY	FEZ
BGY	FRA
BGY	GOT
BGY	HAM
BGY	HHN
BGY	INI
BGY	KRK
BGY	LDE
BGY	LPA
BGY	LUX

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
BGY	MAD
BGY	MAN
BGY	MLA
BGY	NAP
BGY	NOC
BGY	NRN
BGY	NUE
BGY	NYO
BGY	OMR
BGY	ORK
BGY	OSR
BGY	PDV
BGY	RAK
BGY	SCO
BGY	SDR
BGY	SKG
BGY	STN
BGY	SVO
BGY	SXF
BGY	TFS
BGY	TPS
BGY	TRF
BGY	VDA
BGY	VGO
BGY	VIT
BGY	VLC
BGY	WMI
BGY	WRO
BGY	ZAZ
BLO	ACE
BLO	AGP
BLO	AHO
BLO	ALC
BLO	ATH
BLO	BDS
BLO	BOD
BLO	BRI
BLO	BRS
BLO	BTS
BLO	BVA
BLO	CHO
BLO	CRL
BLO	EDI
BLO	KRK
BLO	LPA
BLO	MAN
BLO	MLA
BLO	NAP
BLO	NRN
BLO	OPO
BLO	PMO

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
BLO	SKG
BLO	STN
BLO	SUF
BLO	SVO
BLO	SXF
BLO	TPS
BLO	VGO
BLO	VLC
BLO	WMI
BLO	WRO
BRI	BGY
BRI	BLO
BRI	BVA
BRI	CAG
BRI	CRL
BRI	DUB
BRI	FKB
BRI	GOA
BRI	HHN
BRI	LPL
BRI	MLA
BRI	MST
BRI	NRN
BRI	NUE
BRI	PSA
BRI	STN
BRI	SVO
BRI	SXF
BRI	TRS
BRI	TSF
BRI	VLC
CAG	BGY
CAG	BRI
CAG	BVA
CAG	CIA
CAG	CRL
CAG	CUF
CAG	GRO
CAG	HHN
CAG	KRK
CAG	LTN
CAG	NRN
CAG	PMF
CAG	PSA
CAG	TPS
CAG	TSF
CAG	WMI
CIA	ATH
CIA	BLL
CIA	BOD
CIA	BTS

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
CIA	BUD
CIA	BVA
CIA	CAG
CIA	CGN
CIA	CIY
CIA	CPH
CIA	CRL
CIA	DUB
CIA	EDI
CIA	EIN
CIA	EMA
CIA	FKB
CIA	GOT
CIA	HHN
CIA	KRK
CIA	LDE
CIA	LIS
CIA	MAD
CIA	MAN
CIA	MLA
CIA	MRS
CIA	NRN
CIA	NUE
CIA	NYO
CIA	OPO
CIA	PFO
CIA	PIK
CIA	PMI
CIA	POZ
CIA	RAK
CIA	RBA
CIA	SDR
CIA	SKG
CIA	SOF
CIA	STN
CIA	SVO
CIA	SXF
CIA	TRS
CIA	VLC
CIA	VNO
CIA	WMI
CIA	WRO
CIY	CIA
CIY	CRL
CIY	DUB
CIY	FCO
CIY	HHN
CIY	MXP
CIY	NRN
CIY	PSA
CIY	STN

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
CTA	EIN
CTA	MRS
CTA	PEG
CTA	PSA
CTA	TRS
CTA	TSF
CUF	CAG
CUF	TPS
FCO	CHO
FCO	CIY
GOA	BRI
GOA	STN
GOA	TPS
MXP	CIY
MXP	KTW
MXP	LPL
MXP	OTP
MXP	STN
MXP	SVO
NAP	BGY
NAP	EIN
NAP	GDN
NAP	HHN
NAP	KUN
NAP	LIS
NAP	NYO
NAP	OPO
NAP	SKG
NAP	SVO
NAP	TSF
NAP	VLC
NAP	WMI
NAP	WRO
PEG	CRL
PEG	CTA
PEG	STN
PEG	TPS
PMF	CAG
PMF	TPS
PMO	BLO
PMO	BUD
PMO	BVA
PMO	CRL
PMO	DUB
PMO	FMM
PMO	MAD
PMO	MRS
PMO	NRN
PMO	NUE
PMO	OTP
PMO	PSA

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
PMO	STN
PMO	SXF
PMO	TSF
PMO	WRO
PSA	AHO
PSA	BDS
PSA	BLL
PSA	BRI
PSA	BUD
PSA	BVA
PSA	CAG
PSA	CFU
PSA	CHO
PSA	CIY
PSA	CRL
PSA	CTA
PSA	EDI
PSA	EFL
PSA	EIN
PSA	FEZ
PSA	FRA
PSA	FUE
PSA	GDN
PSA	GOT
PSA	GRO
PSA	HHN
PSA	IBZ
PSA	KRK
PSA	LIS
PSA	LPA
PSA	LPL
PSA	MAD
PSA	MLA
PSA	NRN
PSA	NYO
PSA	PIK
PSA	PMO
PSA	RAK
PSA	RHO
PSA	SOF
PSA	STN
PSA	SUF
PSA	SVO
PSA	TES
PSA	TPS
PSA	VLC
PSA	WMI
PSR	CPH
PSR	CRL
PSR	GRO
PSR	HHN

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
PSR	KRK
PSR	NRN
PSR	STN
SUF	BLO
SUF	CRL
SUF	FKB
SUF	HAM
SUF	HHN
SUF	KRK
SUF	MAD
SUF	NRN
SUF	PSA
SUF	STN
SUF	TSF
SUF	VCE
TPS	AOI
TPS	BGY
TPS	BLO
TPS	BTS
TPS	CAG
TPS	CRL
TPS	CUF
TPS	EIN
TPS	FKB
TPS	GOA
TPS	GRO
TPS	HHN
TPS	KRK
TPS	KUN
TPS	MLA
TPS	PEG
TPS	PMF
TPS	PRG
TPS	PSA
TPS	TRS
TPS	WMI
TRN	BDS
TRN	CRL
TRN	DUB
TRN	MLA
TRN	STN
TRN	VLC
TRS	BRI
TRS	CIA
TRS	CTA
TRS	STN
TRS	TPS
TRS	VLC
TSF	AGP
TSF	BCN
TSF	BDS

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
TSF	BRI
TSF	BRU
TSF	BUD
TSF	BVA
TSF	CAG
TSF	CFU
TSF	CGN
TSF	CHO
TSF	CRL
TSF	CTA
TSF	DUB
TSF	EDI
TSF	EIN
TSF	EMA
TSF	FRA
TSF	HAM
TSF	HHN
TSF	IBZ
TSF	KRK
TSF	LBA
TSF	MLA
TSF	NAP
TSF	NYO
TSF	PMO
TSF	RAK
TSF	SOF
TSF	STN
TSF	SUF
TSF	SXF
TSF	TFS
TSF	VLC
TSF	WMI
TSF	WRO
VCE	BVA
VCE	CHO
VCE	CRL
VCE	EIN
VCE	EMA
VCE	HHN
VCE	MLA
VCE	NYO
VCE	SOF
VCE	STN
VCE	SUF
VCE	TFS
VCE	VLC
VRN	BHX
VRN	CRL
VRN	HAM
VRN	MAD
VRN	NUE



<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
VRN	STN
VRN	SVO
VRN	SXF
RIX	BRE
RIX	CGN
RIX	CRL
RIX	DUB
RIX	EMA
RIX	GLA
RIX	HHN
RIX	LBA
RIX	MAN
RIX	STN
RIX	SXF
KUN	ALC
KUN	BRS
KUN	DUB
KUN	EDI
KUN	NAP
KUN	PFO
KUN	SNN
KUN	STN
KUN	TPS
PLO	GLA
PLO	STN
VNO	BHX
VNO	BRE
VNO	CGN
VNO	CHO
VNO	CIA
VNO	CRL
VNO	DUB
VNO	HHN
VNO	LBA
VNO	LPL
VNO	MAD
VNO	MLA
VNO	NUE
VNO	STN
VNO	SXF
LUX	BGY
LUX	STN
MLA	BFS
MLA	BGY
MLA	BLL
MLA	BLO
MLA	BOH
MLA	BRI
MLA	CIA
MLA	DUB
MLA	EDI

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
MLA	EIN
MLA	FKB
MLA	GDN
MLA	GRO
MLA	KRK
MLA	LPL
MLA	LTN
MLA	NRN
MLA	NYO
MLA	PIK
MLA	POZ
MLA	PSA
MLA	STN
MLA	SXF
MLA	TPS
MLA	TRN
MLA	TSF
MLA	VCE
MLA	VLC
MLA	VNO
MLA	WRO
TGD	CRL
TGD	NYO
TGD	STN
TGD	SXF
AGA	CRL
AGA	NRN
AGA	STN
FEZ	BGY
FEZ	BRE
FEZ	BVA
FEZ	DLE
FEZ	EBU
FEZ	EIN
FEZ	FMM
FEZ	FNI
FEZ	HHN
FEZ	MAD
FEZ	MRS
FEZ	NRN
FEZ	NTE
FEZ	PSA
FEZ	STN
FEZ	SVO
NDR	BVA
NDR	HHN
NDR	MRS
NDR	NRN
ODU	BVA
ODU	MRS
ODU	NRN

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
RAK	BGY
RAK	BUD
RAK	BVA
RAK	CIA
RAK	CRL
RAK	DLE
RAK	DUB
RAK	FNI
RAK	HAM
RAK	HHN
RAK	KRK
RAK	LPL
RAK	LTN
RAK	NRN
RAK	PGF
RAK	PSA
RAK	SDR
RAK	STN
RAK	SVO
RAK	TSF
RAK	TUF
RAK	VLC
RAK	XCR
RBA	BVA
RBA	CIA
RBA	GRO
RBA	STN
TNG	BVA
TNG	HHN
TNG	MRS
EIN	AHO
EIN	BDS
EIN	BGY
EIN	CFU
EIN	CHO
EIN	CIA
EIN	CTA
EIN	DUB
EIN	EDI
EIN	FEZ
EIN	GRO
EIN	KRK
EIN	MAD
EIN	MAN
EIN	MJV
EIN	MLA
EIN	MRS
EIN	NAP
EIN	OPO
EIN	PSA
EIN	REU

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
EIN	SKG
EIN	STN
EIN	TPS
EIN	TSF
EIN	VCE
EIN	WMI
MST	ALC
MST	BRI
MST	GRO
HAU	AGP
HAU	ALC
OSL	STN
TRF	BGY
TRF	HAM
TRF	KRK
TRF	MAN
TRF	STN
TRF	WMI
BZG	BHX
BZG	DUB
BZG	GLA
BZG	LTN
BZG	NRN
BZG	STN
GDN	AAR
GDN	ALC
GDN	BFS
GDN	BHX
GDN	BRS
GDN	DUB
GDN	EDI
GDN	LBA
GDN	MAN
GDN	MLA
GDN	NAP
GDN	NCL
GDN	ORK
GDN	PSA
GDN	STN
GDN	VXO
GDN	WRO
KRK	AGP
KRK	ALC
KRK	BGY
KRK	BLO
KRK	BOH
KRK	BVA
KRK	CAG
KRK	CHO
KRK	CIA
KRK	CRL

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
KRK	DTM
KRK	DUB
KRK	EIN
KRK	EMA
KRK	GLA
KRK	GOT
KRK	GRO
KRK	LBA
KRK	LDE
KRK	LIS
KRK	LPA
KRK	MLA
KRK	MMX
KRK	MRS
KRK	NUE
KRK	NYO
KRK	OPO
KRK	PFO
KRK	PMI
KRK	PRG
KRK	PSA
KRK	PSR
KRK	RAK
KRK	SNN
KRK	SUF
KRK	SVO
KRK	SXF
KRK	TFS
KRK	TPS
KRK	TRF
KRK	TSF
KRK	VLC
KTW	ATH
KTW	BHX
KTW	DUB
KTW	EDI
KTW	HAM
KTW	MXP
KTW	STN
LCJ	DUB
LCJ	EMA
LCJ	STN
LUZ	DUB
LUZ	STN
POZ	ALC
POZ	ATH
POZ	BLL
POZ	BRS
POZ	CDT
POZ	CFU
POZ	CIA

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
POZ	DUB
POZ	EDI
POZ	GRO
POZ	LPL
POZ	MAD
POZ	MLA
POZ	STN
RZE	BRS
RZE	CFU
RZE	DUB
RZE	EMA
RZE	LTN
RZE	MAN
RZE	PIK
RZE	STN
RZE	SXF
SZZ	DUB
SZZ	EDI
SZZ	LPL
SZZ	STN
WMI	AGP
WMI	ALC
WMI	ATH
WMI	BCN
WMI	BFS
WMI	BGY
WMI	BHX
WMI	BLO
WMI	BRS
WMI	BVA
WMI	CAG
WMI	CFU
WMI	CGN
WMI	CHO
WMI	CIA
WMI	CRL
WMI	DUB
WMI	EDI
WMI	EIN
WMI	EMA
WMI	FAO
WMI	FKB
WMI	FMM
WMI	FUE
WMI	GLA
WMI	GOT
WMI	LBA
WMI	LIS
WMI	LPA
WMI	LPL
WMI	MAD

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
WMI	MAN
WMI	NAP
WMI	NCL
WMI	NYO
WMI	OPO
WMI	PMI
WMI	PSA
WMI	SKG
WMI	SNN
WMI	STN
WMI	SVO
WMI	TFS
WMI	TLS
WMI	TPS
WMI	TRF
WMI	TSF
WMI	VLC
WRO	AGP
WRO	ALC
WRO	BFS
WRO	BGY
WRO	BLO
WRO	BRS
WRO	BVA
WRO	CIA
WRO	CRL
WRO	DUB
WRO	EDI
WRO	EMA
WRO	GDN
WRO	GLA
WRO	GRO
WRO	LBA
WRO	LIS
WRO	LPL
WRO	MAD
WRO	MAN
WRO	MLA
WRO	NAP
WRO	NCL
WRO	ORK
WRO	PMO
WRO	SNN
WRO	STN
WRO	TFS
WRO	TSF
FAO	ABZ
FAO	BOH
FAO	BRE
FAO	BVA
FAO	CRL

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
FAO	FMM
FAO	HHN
FAO	KIR
FAO	NOC
FAO	NOY
FAO	NRN
FAO	OPO
FAO	PIK
FAO	WMI
LIS	BRE
LIS	BVA
LIS	CIA
LIS	CRL
LIS	FKB
LIS	GLA
LIS	HHN
LIS	KRK
LIS	NAP
LIS	PSA
LIS	STN
LIS	WMI
LIS	WRO
OPO	BLO
OPO	BOD
OPO	BRE
OPO	BVA
OPO	CCF
OPO	CFE
OPO	CGN
OPO	CIA
OPO	CPH
OPO	CRL
OPO	DLE
OPO	DTM
OPO	DUB
OPO	EBU
OPO	EDI
OPO	EIN
OPO	FAO
OPO	FKB
OPO	FMM
OPO	HAM
OPO	HHN
OPO	KRK
OPO	LIL
OPO	LPA
OPO	LPL
OPO	LRH
OPO	LRT
OPO	MRS
OPO	NAP



<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
OPO	NRN
OPO	NUE
OPO	PIS
OPO	PMI
OPO	STN
OPO	SXB
OPO	SXF
OPO	TFS
OPO	TUF
OPO	VLC
OPO	WMI
OPO	XCR
PDL	HHN
PDL	STN
CRA	VLC
OMR	BGY
OMR	FMM
OMR	GRO
OMR	STN
OTP	BRS
OTP	MXP
OTP	PMO
OTP	STN
OTP	SXF
TSR	NRN
TSR	STN
TSR	SXF
INI	BGY
INI	BTS
INI	NRN
INI	NYO
INI	SXF
BTS	AHO
BTS	ATH
BTS	BGY
BTS	BHX
BTS	BLO
BTS	BVA
BTS	CIA
BTS	CRL
BTS	DUB
BTS	EDI
BTS	GRO
BTS	INI
BTS	LBA
BTS	MAD
BTS	MAN
BTS	STN
BTS	SXF
BTS	TPS
BTS	VDA

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
ACE	BGY
ACE	BLO
ACE	CRL
ACE	HHN
ACE	NOC
ACE	NRN
ACE	PIK
ACE	SXF
ACE	VLL
AGP	ABZ
AGP	BGY
AGP	BLO
AGP	BOH
AGP	BRE
AGP	BVA
AGP	DTM
AGP	FKB
AGP	FMM
AGP	HAU
AGP	HHN
AGP	KRK
AGP	NOC
AGP	NRN
AGP	NUE
AGP	NYO
AGP	PIK
AGP	SDR
AGP	TSF
AGP	VST
AGP	WMI
AGP	WRO
ALC	ABZ
ALC	BGY
ALC	BLO
ALC	BOH
ALC	BRE
ALC	BVA
ALC	FKB
ALC	FMM
ALC	GDN
ALC	HAU
ALC	HHN
ALC	KIR
ALC	KRK
ALC	KUN
ALC	MST
ALC	NOC
ALC	NOY
ALC	NRN
ALC	NUE
ALC	NYO

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
ALC	PIK
ALC	POZ
ALC	SNN
ALC	SXF
ALC	VST
ALC	VXO
ALC	WMI
ALC	WRO
BCN	BGY
BCN	BVA
BCN	CRL
BCN	EMA
BCN	NYO
BCN	PIK
BCN	STN
BCN	TSF
BCN	WMI
CDT	BRS
CDT	POZ
CDT	SOF
CDT	STN
FUE	CRL
FUE	LTN
FUE	NRN
FUE	PIK
FUE	PSA
FUE	SNN
FUE	WMI
GRO	BLL
GRO	BOH
GRO	BRE
GRO	BRS
GRO	BTS
GRO	BVA
GRO	CAG
GRO	CRL
GRO	DUB
GRO	EIN
GRO	FKB
GRO	FMM
GRO	HHN
GRO	KRK
GRO	LPL
GRO	LTN
GRO	MLA
GRO	MST
GRO	NOC
GRO	NRN
GRO	OMR
GRO	ORK
GRO	PIK

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
GRO	POZ
GRO	PSA
GRO	PSR
GRO	RBA
GRO	SKG
GRO	TLL
GRO	TPS
GRO	WRO
IBZ	CRL
IBZ	HHN
IBZ	LPL
IBZ	NRN
IBZ	PIK
IBZ	PSA
IBZ	TSF
LEI	CRL
LEI	DUB
LPA	BGY
LPA	BOH
LPA	BUD
LPA	HHN
LPA	KRK
LPA	LPL
LPA	LTN
LPA	NRN
LPA	NYO
LPA	OPO
LPA	PIK
LPA	PSA
LPA	WMI
MAD	BGY
MAD	BTS
MAD	BVA
MAD	CIA
MAD	CRL
MAD	EIN
MAD	FEZ
MAD	GLA
MAD	NCL
MAD	NUE
MAD	PMO
MAD	POZ
MAD	PSA
MAD	STN
MAD	SUF
MAD	SXF
MAD	VNO
MAD	VRN
MAD	WMI
MAD	WRO
MJV	BHX

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
MJV	BOH
MJV	EIN
MJV	EMA
MJV	LTN
MJV	PIK
MJV	STN
PMI	BOH
PMI	BVA
PMI	CIA
PMI	FMM
PMI	HHN
PMI	KRK
PMI	NRN
PMI	NYO
PMI	OPO
PMI	PIK
PMI	SNN
PMI	WMI
REU	BRS
REU	CRL
REU	DUB
REU	EIN
REU	HHN
REU	LPL
REU	ORK
REU	PIK
SCO	BGY
SCO	HHN
SCO	STN
SDR	AGP
SDR	BGY
SDR	CIA
SDR	CRL
SDR	DUB
SDR	EDI
SDR	NRN
SDR	RAK
SDR	STN
SDR	SXF
SVO	BGY
SVO	BLO
SVO	BOD
SVO	BRI
SVO	BVA
SVO	CGN
SVO	CIA
SVO	CRL
SVO	DUB
SVO	FEZ
SVO	FKB
SVO	FMM

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
SVO	HAM
SVO	KRK
SVO	MAN
SVO	MRS
SVO	MLP
SVO	NAP
SVO	PSA
SVO	RAK
SVO	STN
SVO	SXF
SVO	VIT
SVO	VRN
SVO	WMI
TFS	BGY
TFS	BOH
TFS	BVA
TFS	FMM
TFS	HHN
TFS	KRK
TFS	LPL
TFS	NOC
TFS	NRN
TFS	NYO
TFS	OPO
TFS	PIK
TFS	PSA
TFS	SNN
TFS	TSF
TFS	VCE
TFS	VIT
TFS	WMI
TFS	WRO
VGO	BGY
VGO	BLO
VGO	DUB
VGO	EDI
VIT	BGY
VIT	CGN
VIT	SVO
VIT	TFS
VLC	BGY
VLC	BLO
VLC	BRI
VLC	BUD
VLC	BVA
VLC	CGN
VLC	CIA
VLC	CPH
VLC	CRA
VLC	CRL
VLC	DUB

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
VLC	EDI
VLC	EMA
VLC	GLA
VLC	HHN
VLC	KRK
VLC	MAN
VLC	MLA
VLC	MRS
VLC	NAP
VLC	NRN
VLC	OPO
VLC	PSA
VLC	RAK
VLC	STN
VLC	SXF
VLC	TRN
VLC	TRS
VLC	TSF
VLC	VCE
VLC	WMI
VLL	ACE
XRY	HHN
XRY	STN
ZAZ	BGY
ZAZ	BVA
ZAZ	CRL
ZAZ	STN
GOT	BGY
GOT	CIA
GOT	EDI
GOT	KRK
GOT	PSA
GOT	SKG
GOT	STN
GOT	WMI
GOT	ZAD
MMX	KRK
NYO	AGP
NYO	ALC
NYO	BCN
NYO	BDS
NYO	BGY
NYO	BIO
NYO	BRE
NYO	BVA
NYO	BZR
NYO	CHO
NYO	CIA
NYO	CRL
NYO	FMM
NYO	INI

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
NYO	KRK
NYO	LPA
NYO	MLA
NYO	NAP
NYO	NRN
NYO	PFO
NYO	PMI
NYO	PSA
NYO	RHO
NYO	RJK
NYO	SKG
NYO	SOF
NYO	STN
NYO	TFS
NYO	TGD
NYO	TSF
NYO	VCE
NYO	WMI
NYO	ZAD
VST	AGP
VST	ALC
VST	STN
VXO	ALC
VXO	GDN
VXO	NRN
BSL	DUB
BSL	STN
ABZ	AGP
ABZ	ALC
ABZ	FAO
BFS	BGY
BFS	GDN
BFS	MLA
BFS	SXF
BFS	WMI
BFS	WRO
BHX	BTS
BHX	BZG
BHX	CHO
BHX	GDN
BHX	KTW
BHX	MJV
BHX	PGF
BHX	VNO
BHX	VRN
BHX	WMI
BOH	AGP
BOH	ALC
BOH	FAO
BOH	GRO
BOH	KRK



<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
BOH	LPA
BOH	MJV
BOH	MLA
BOH	PMI
BOH	TFS
BRS	BGY
BRS	BLO
BRS	BUD
BRS	BZR
BRS	CDT
BRS	CGN
BRS	CHO
BRS	EGC
BRS	GDN
BRS	GRO
BRS	KUN
BRS	LIG
BRS	NOC
BRS	OTP
BRS	POZ
BRS	REU
BRS	RZE
BRS	WMI
BRS	WRO
BRS	ZAD
EDI	BGY
EDI	BLO
EDI	BOD
EDI	BRE
EDI	BTS
EDI	BZR
EDI	CCF
EDI	CFU
EDI	CIA
EDI	CRL
EDI	EIN
EDI	FKB
EDI	GDN
EDI	GOT
EDI	HHN
EDI	KTW
EDI	KUN
EDI	MLA
EDI	MRS
EDI	NRN
EDI	NTE
EDI	OPO
EDI	PIS
EDI	POZ
EDI	PSA
EDI	SDR

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
EDI	TLS
EDI	TSF
EDI	VGO
EDI	VLC
EDI	WMI
EDI	WRO
EMA	BCN
EMA	BGY
EMA	CCF
EMA	CHO
EMA	CIA
EMA	DNR
EMA	DUB
EMA	EGC
EMA	KRK
EMA	LCJ
EMA	LIG
EMA	MJV
EMA	NOC
EMA	RIX
EMA	RZE
EMA	SXF
EMA	TSF
EMA	VCE
EMA	VLC
EMA	WMI
EMA	WRO
GLA	BZG
GLA	CCF
GLA	CHO
GLA	CRL
GLA	FRA
GLA	KRK
GLA	LDY
GLA	LIS
GLA	MAD
GLA	PLO
GLA	RIX
GLA	SOF
GLA	VLC
GLA	WMI
GLA	WRO
GLA	ZAD
LBA	BTS
LBA	CHO
LBA	GDN
LBA	KRK
LBA	LIG
LBA	MPL
LBA	RIX
LBA	TSF

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
LBA	VNO
LBA	WMI
LBA	WRO
LDY	GLA
LDY	LPL
LGW	ORK
LGW	SNN
LPL	BRI
LPL	EGC
LPL	FNI
LPL	GRO
LPL	IBZ
LPL	LDY
LPL	LPA
LPL	MLA
LPL	MXP
LPL	NOC
LPL	OPO
LPL	ORK
LPL	POZ
LPL	PRG
LPL	PSA
LPL	RAK
LPL	REU
LPL	SOF
LPL	SZZ
LPL	TFS
LPL	VNO
LPL	WMI
LPL	WRO
LTN	BZG
LTN	BZR
LTN	CAG
LTN	DUB
LTN	FNI
LTN	FUE
LTN	GRO
LTN	KIR
LTN	LPA
LTN	MJV
LTN	MLA
LTN	NOC
LTN	NRN
LTN	RAK
LTN	RZE
MAN	BDS
MAN	BGY
MAN	BLO
MAN	BTS
MAN	BVA
MAN	BZR

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
MAN	CCF
MAN	CHO
MAN	CIA
MAN	CRL
MAN	EIN
MAN	GDN
MAN	LIG
MAN	NUE
MAN	RIX
MAN	RZE
MAN	SNN
MAN	STR
MAN	SVO
MAN	TRF
MAN	VLC
MAN	WMI
MAN	WRO
MAN	ZAD
NCL	GDN
NCL	MAD
NCL	WMI
NCL	WRO
NOY	ALC
NOY	FAO
NOY	HHN
PIK	ACE
PIK	AGP
PIK	ALC
PIK	BCN
PIK	CFU
PIK	CIA
PIK	FAO
PIK	FUE
PIK	GRO
PIK	IBZ
PIK	LPA
PIK	MJV
PIK	MLA
PIK	PMI
PIK	PSA
PIK	REU
PIK	RZE
PIK	TFS
STN	AAL
STN	AAR
STN	AGA
STN	AHO
STN	AOI
STN	BCN
STN	BDS
STN	BGY

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
STN	BIO
STN	BLL
STN	BLO
STN	BOD
STN	BRE
STN	BRI
STN	BRO
STN	BSL
STN	BUD
STN	BVE
STN	BZG
STN	BZR
STN	CCF
STN	CDT
STN	CFE
STN	CHO
STN	CIA
STN	CIY
STN	DNR
STN	DOL
STN	DTM
STN	DUB
STN	EGC
STN	EIN
STN	FEZ
STN	FKB
STN	FMM
STN	FNI
STN	FRA
STN	GDN
STN	GOA
STN	GOT
STN	HAM
STN	HHN
STN	KIR
STN	KTW
STN	KUN
STN	LCJ
STN	LEJ
STN	LIG
STN	LIS
STN	LNZ
STN	LRH
STN	LRT
STN	LUX
STN	LUZ
STN	MAD
STN	MJV
STN	MLA
STN	MRS
STN	MXP

<b>Origin Airport Code<sup>7</sup></b>	<b>Destination Airport Code</b>
STN	NOC
STN	NRN
STN	NUE
STN	NYO
STN	OMR
STN	OPO
STN	ORK
STN	OSL
STN	OSR
STN	OTP
STN	PDL
STN	PDV
STN	PEG
STN	PGF
STN	PIS
STN	PLO
STN	PMO
STN	POZ
STN	PSA
STN	PSR
STN	RAK
STN	RBA
STN	RIX
STN	RJK
STN	RZE
STN	SCO
STN	SDR
STN	SKG
STN	SNN
STN	SUF
STN	SVO
STN	SXB
STN	SXF
STN	SZZ
STN	TGD
STN	TLL
STN	TLS
STN	TRF
STN	TRN
STN	TRS
STN	TSF
STN	TSR
STN	TUF
STN	VCE
STN	VLC
STN	VNO
STN	VRN
STN	VST
STN	WMI
STN	WRO
STN	XRY

Origin Airport Code <sup>7</sup>	Destination Airport Code
STN	ZAD
STN	ZAZ

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## Appendix B

City-Pair Routes Where Ryanair Has More than 50% Share  
Of The Relevant Market For Airline Services

<u>Origin Airport Code</u>	<u>Destination Airport Code</u>
<u>BRI</u>	<u>MAD</u>
<u>KUN</u>	<u>LTN</u>
<u>LTN</u>	<u>KUN</u>
<u>ALC</u>	<u>GOT</u>
<u>GOT</u>	<u>ALC</u>
<u>FUE</u>	<u>LBA</u>
<u>LBA</u>	<u>FUE</u>
<u>RAK</u>	<u>BCN</u>
<u>BCN</u>	<u>RAK</u>
<u>ALC</u>	<u>LPL</u>
<u>LPL</u>	<u>ALC</u>
<u>CFU</u>	<u>BHX</u>
<u>SXF</u>	<u>BUD</u>
<u>BUD</u>	<u>SXF</u>
<u>VLC</u>	<u>IBZ</u>
<u>PMI</u>	<u>EMA</u>
<u>ACE</u>	<u>STN</u>
<u>STN</u>	<u>ACE</u>
<u>HHN</u>	<u>TSR</u>
<u>TSR</u>	<u>HHN</u>
<u>EMA</u>	<u>PMI</u>
<u>IBZ</u>	<u>VLC</u>
<u>DUB</u>	<u>FAO</u>
<u>FAO</u>	<u>DUB</u>
<u>NCE</u>	<u>DUB</u>
<u>DUB</u>	<u>NCE</u>
<u>BHX</u>	<u>CFU</u>
<u>MRS</u>	<u>PMI</u>
<u>PMI</u>	<u>MRS</u>
<u>CRL</u>	<u>OTP</u>
<u>OTP</u>	<u>CRL</u>
<u>GRO</u>	<u>NCL</u>
<u>NCL</u>	<u>GRO</u>
<u>SXF</u>	<u>SKG</u>
<u>SKG</u>	<u>SXF</u>
<u>MRS</u>	<u>LIS</u>



<u>LIS</u>	<u>MRS</u>
<u>DUB</u>	<u>BCN</u>
<u>BCN</u>	<u>DUB</u>
<u>REU</u>	<u>EMA</u>
<u>EMA</u>	<u>REU</u>
<u>ACE</u>	<u>LPL</u>
<u>LPL</u>	<u>ACE</u>
<u>CRL</u>	<u>LPA</u>
<u>CRL</u>	<u>NDR</u>
<u>NDR</u>	<u>CRL</u>
<u>SOF</u>	<u>ATH</u>
<u>ATH</u>	<u>SOF</u>
<u>KRK</u>	<u>EDI</u>
<u>EDI</u>	<u>KRK</u>
<u>BLQ</u>	<u>EIN</u>
<u>EIN</u>	<u>BLQ</u>
<u>FUE</u>	<u>LPL</u>
<u>LPL</u>	<u>FUE</u>
<u>CGN</u>	<u>STN</u>
<u>STN</u>	<u>CGN</u>
<u>TFS</u>	<u>BCN</u>
<u>ACE</u>	<u>SCQ</u>
<u>SCQ</u>	<u>ACE</u>
<u>DUB</u>	<u>MAD</u>
<u>MAD</u>	<u>DUB</u>
<u>BCN</u>	<u>TFS</u>
<u>RAK</u>	<u>MAD</u>
<u>LPA</u>	<u>EDI</u>
<u>EDI</u>	<u>LPA</u>
<u>MAD</u>	<u>RAK</u>
<u>BUD</u>	<u>MAN</u>
<u>MAN</u>	<u>BUD</u>
<u>ATH</u>	<u>BUD</u>
<u>BUD</u>	<u>ATH</u>
<u>KRK</u>	<u>BFS</u>
<u>BFS</u>	<u>KRK</u>
<u>BCN</u>	<u>TRN</u>
<u>TRN</u>	<u>BCN</u>
<u>FCO</u>	<u>ACE</u>
<u>ACE</u>	<u>FCO</u>
<u>ACE</u>	<u>SVQ</u>
<u>SVQ</u>	<u>ACE</u>
<u>SNN</u>	<u>FAO</u>

<u>FAO</u>	<u>SNN</u>
<u>KRK</u>	<u>LPL</u>
<u>LPL</u>	<u>KRK</u>
<u>EFL</u>	<u>STN</u>
<u>STN</u>	<u>EFL</u>
<u>OTP</u>	<u>TSR</u>
<u>BCN</u>	<u>SDR</u>
<u>SDR</u>	<u>BCN</u>
<u>EIN</u>	<u>LIS</u>
<u>LIS</u>	<u>EIN</u>
<u>SXF</u>	<u>FUE</u>
<u>BTS</u>	<u>PMI</u>
<u>FUE</u>	<u>SXF</u>
<u>GRO</u>	<u>LBA</u>
<u>LBA</u>	<u>GRO</u>
<u>ORK</u>	<u>ACE</u>
<u>ACE</u>	<u>ORK</u>
<u>AGP</u>	<u>EDI</u>
<u>EDI</u>	<u>AGP</u>
<u>TFS</u>	<u>CRL</u>
<u>PMI</u>	<u>BTS</u>
<u>TSR</u>	<u>OTP</u>
<u>FCO</u>	<u>ALC</u>
<u>ALC</u>	<u>FCO</u>
<u>CPH</u>	<u>SKG</u>
<u>SKG</u>	<u>CPH</u>
<u>SXF</u>	<u>ATH</u>
<u>ATH</u>	<u>SXF</u>
<u>TFS</u>	<u>STN</u>
<u>STN</u>	<u>TFS</u>
<u>BLL</u>	<u>AGP</u>
<u>BCN</u>	<u>EDI</u>
<u>EDI</u>	<u>BCN</u>
<u>AGP</u>	<u>BLL</u>
<u>STN</u>	<u>REU</u>
<u>DUB</u>	<u>TFS</u>
<u>HAM</u>	<u>MAD</u>
<u>MAD</u>	<u>HAM</u>
<u>REU</u>	<u>STN</u>
<u>STN</u>	<u>FUE</u>
<u>PUY</u>	<u>STN</u>
<u>STN</u>	<u>PUY</u>
<u>FUE</u>	<u>STN</u>

<u>TFS</u>	<u>DUB</u>
<u>TFS</u>	<u>CWL</u>
<u>CWL</u>	<u>TFS</u>
<u>ORK</u>	<u>PMI</u>
<u>PMI</u>	<u>ORK</u>
<u>CGN</u>	<u>FAO</u>
<u>FAO</u>	<u>CGN</u>
<u>DUB</u>	<u>OTP</u>
<u>OTP</u>	<u>DUB</u>
<u>CRL</u>	<u>TFS</u>
<u>BUD</u>	<u>EMA</u>
<u>EMA</u>	<u>BUD</u>
<u>BRU</u>	<u>DUB</u>
<u>DUB</u>	<u>BRU</u>
<u>CRL</u>	<u>PMI</u>
<u>PMI</u>	<u>CRL</u>
<u>BRU</u>	<u>VLC</u>
<u>VLC</u>	<u>BRU</u>
<u>TPS</u>	<u>TRN</u>
<u>TRN</u>	<u>TPS</u>
<u>PRG</u>	<u>BGY</u>
<u>BGY</u>	<u>PRG</u>
<u>GRO</u>	<u>EMA</u>
<u>EMA</u>	<u>GRO</u>
<u>BGY</u>	<u>GDN</u>
<u>GDN</u>	<u>BGY</u>
<u>BLQ</u>	<u>BCN</u>
<u>BCN</u>	<u>BLQ</u>
<u>LPA</u>	<u>CRL</u>
<u>AGP</u>	<u>STN</u>
<u>STN</u>	<u>AGP</u>
<u>DUB</u>	<u>MAN</u>
<u>MAN</u>	<u>DUB</u>
<u>GRO</u>	<u>EDI</u>
<u>EDI</u>	<u>GRO</u>
<u>CRL</u>	<u>FEZ</u>
<u>FEZ</u>	<u>CRL</u>
<u>CRL</u>	<u>TSR</u>
<u>TSR</u>	<u>CRL</u>
<u>LGW</u>	<u>DUB</u>
<u>DUB</u>	<u>LGW</u>
<u>DUB</u>	<u>PMI</u>
<u>PMI</u>	<u>DUB</u>

<u>STN</u>	<u>CFU</u>
<u>DUB</u>	<u>BHX</u>
<u>BHX</u>	<u>DUB</u>
<u>AGP</u>	<u>LPL</u>
<u>LPL</u>	<u>AGP</u>
<u>PRG</u>	<u>STN</u>
<u>STN</u>	<u>PRG</u>
<u>CFU</u>	<u>STN</u>
<u>CRL</u>	<u>ALC</u>
<u>ALC</u>	<u>CRL</u>
<u>RAK</u>	<u>MRS</u>
<u>CRL</u>	<u>RBA</u>
<u>RBA</u>	<u>CRL</u>
<u>FCO</u>	<u>SVQ</u>
<u>TRF</u>	<u>AGP</u>
<u>AGP</u>	<u>TRF</u>
<u>SVQ</u>	<u>FCO</u>
<u>DUB</u>	<u>EDI</u>
<u>EDI</u>	<u>DUB</u>
<u>MJV</u>	<u>MAN</u>
<u>MAN</u>	<u>MJV</u>
<u>GRO</u>	<u>BHX</u>
<u>BHX</u>	<u>GRO</u>
<u>DUB</u>	<u>GLA</u>
<u>GLA</u>	<u>DUB</u>
<u>CHQ</u>	<u>SKG</u>
<u>SKG</u>	<u>CHQ</u>
<u>AGP</u>	<u>EMA</u>
<u>EMA</u>	<u>AGP</u>
<u>MRS</u>	<u>FAO</u>
<u>FAO</u>	<u>MRS</u>
<u>PRG</u>	<u>DUB</u>
<u>DUB</u>	<u>PRG</u>
<u>BLL</u>	<u>ALC</u>
<u>ALC</u>	<u>BLL</u>
<u>MRS</u>	<u>RAK</u>
<u>BVA</u>	<u>VNO</u>
<u>VNO</u>	<u>BVA</u>
<u>FEZ</u>	<u>BCN</u>
<u>BCN</u>	<u>FEZ</u>
<u>PMO</u>	<u>VRN</u>
<u>VRN</u>	<u>PMO</u>
<u>SNN</u>	<u>AGP</u>

<u>AGP</u>	<u>SNN</u>
<u>BCN</u>	<u>VLL</u>
<u>VLL</u>	<u>BCN</u>
<u>ORK</u>	<u>LPA</u>
<u>LPA</u>	<u>ORK</u>
<u>MRS</u>	<u>MLA</u>
<u>MLA</u>	<u>MRS</u>
<u>OPO</u>	<u>BCN</u>
<u>BCN</u>	<u>OPO</u>
<u>ALC</u>	<u>EMA</u>
<u>EMA</u>	<u>ALC</u>
<u>FAO</u>	<u>EMA</u>
<u>EMA</u>	<u>FAO</u>
<u>BLQ</u>	<u>CAG</u>
<u>CAG</u>	<u>BLQ</u>
<u>CGN</u>	<u>ALC</u>
<u>ALC</u>	<u>CGN</u>
<u>MRS</u>	<u>RBA</u>
<u>RBA</u>	<u>MRS</u>
<u>BLQ</u>	<u>CTA</u>
<u>ATH</u>	<u>MLA</u>
<u>MLA</u>	<u>ATH</u>
<u>CTA</u>	<u>BLQ</u>
<u>VNO</u>	<u>OSL</u>
<u>OSL</u>	<u>VNO</u>
<u>TFS</u>	<u>VLC</u>
<u>VLC</u>	<u>TFS</u>
<u>DUB</u>	<u>ALC</u>
<u>ALC</u>	<u>DUB</u>
<u>BTS</u>	<u>AGP</u>
<u>AGP</u>	<u>BTS</u>
<u>GRO</u>	<u>BFS</u>
<u>BFS</u>	<u>GRO</u>
<u>DUB</u>	<u>FUE</u>
<u>FUE</u>	<u>DUB</u>
<u>DUB</u>	<u>BRS</u>
<u>BRS</u>	<u>DUB</u>
<u>TLS</u>	<u>NAP</u>
<u>NAP</u>	<u>TLS</u>
<u>IBZ</u>	<u>AGP</u>
<u>AGP</u>	<u>IBZ</u>
<u>ORK</u>	<u>TFS</u>
<u>TFS</u>	<u>ORK</u>

<u>CGN</u>	<u>DUB</u>
<u>DUB</u>	<u>CGN</u>
<u>BRU</u>	<u>LCA</u>
<u>LCA</u>	<u>BRU</u>
<u>MLA</u>	<u>MAD</u>
<u>MAD</u>	<u>MLA</u>
<u>DUB</u>	<u>NCL</u>
<u>NCL</u>	<u>DUB</u>
<u>MLA</u>	<u>BRS</u>
<u>STN</u>	<u>LPA</u>
<u>TRF</u>	<u>ALC</u>
<u>SVQ</u>	<u>VLL</u>
<u>VLL</u>	<u>SVQ</u>
<u>ALC</u>	<u>TRF</u>
<u>CPH</u>	<u>LTN</u>
<u>LTN</u>	<u>CPH</u>
<u>BRS</u>	<u>MLA</u>
<u>LPA</u>	<u>STN</u>
<u>OPO</u>	<u>TER</u>
<u>TER</u>	<u>OPO</u>
<u>CAG</u>	<u>MAD</u>
<u>MAD</u>	<u>CAG</u>
<u>BUD</u>	<u>DUB</u>
<u>DUB</u>	<u>BUD</u>
<u>CTA</u>	<u>CAG</u>
<u>BRI</u>	<u>TRN</u>
<u>TRN</u>	<u>BRI</u>
<u>ALC</u>	<u>SCQ</u>
<u>SCQ</u>	<u>ALC</u>
<u>RBA</u>	<u>MAD</u>
<u>MAD</u>	<u>RBA</u>
<u>STN</u>	<u>ALC</u>
<u>CAG</u>	<u>CTA</u>
<u>ALC</u>	<u>STN</u>
<u>SDR</u>	<u>VLC</u>
<u>VLC</u>	<u>SDR</u>
<u>MLA</u>	<u>LBA</u>
<u>LBA</u>	<u>MLA</u>
<u>DUB</u>	<u>LBA</u>
<u>LBA</u>	<u>DUB</u>
<u>CRL</u>	<u>AGP</u>
<u>AGP</u>	<u>CRL</u>
<u>CHQ</u>	<u>KTW</u>

<u>KTW</u>	<u>CHQ</u>
<u>DUB</u>	<u>MJV</u>
<u>MJV</u>	<u>DUB</u>
<u>MAD</u>	<u>MAN</u>
<u>MAN</u>	<u>MAD</u>
<u>FAO</u>	<u>STN</u>
<u>DUB</u>	<u>BLQ</u>
<u>BLQ</u>	<u>DUB</u>
<u>DUB</u>	<u>PSA</u>
<u>PSA</u>	<u>DUB</u>
<u>SXF</u>	<u>LIS</u>
<u>LIS</u>	<u>SXF</u>
<u>PSA</u>	<u>LBA</u>
<u>LBA</u>	<u>PSA</u>
<u>SDR</u>	<u>TFS</u>
<u>TFS</u>	<u>SDR</u>
<u>STN</u>	<u>FAO</u>
<u>SCQ</u>	<u>LPA</u>
<u>LPA</u>	<u>SCQ</u>
<u>FRA</u>	<u>ALC</u>
<u>ALC</u>	<u>FRA</u>
<u>GNB</u>	<u>STN</u>
<u>STN</u>	<u>GNB</u>
<u>TRN</u>	<u>IBZ</u>
<u>IBZ</u>	<u>TRN</u>
<u>RHO</u>	<u>KUN</u>
<u>KUN</u>	<u>RHO</u>
<u>BHX</u>	<u>MLA</u>
<u>MLA</u>	<u>BHX</u>
<u>PSA</u>	<u>EMA</u>
<u>EMA</u>	<u>PSA</u>
<u>GRO</u>	<u>STN</u>
<u>STN</u>	<u>GRO</u>
<u>MRS</u>	<u>AGP</u>
<u>AGP</u>	<u>MRS</u>
<u>PMO</u>	<u>TRN</u>
<u>TRN</u>	<u>PMO</u>
<u>CFU</u>	<u>KTW</u>
<u>TFS</u>	<u>BLQ</u>
<u>KTW</u>	<u>CFU</u>
<u>MRS</u>	<u>IBZ</u>
<u>IBZ</u>	<u>MRS</u>
<u>SNN</u>	<u>ACE</u>

<u>ACE</u>	<u>SNN</u>
<u>EIN</u>	<u>SVQ</u>
<u>SVQ</u>	<u>EIN</u>
<u>NAP</u>	<u>EMA</u>
<u>EMA</u>	<u>NAP</u>
<u>NUE</u>	<u>MLA</u>
<u>SCQ</u>	<u>TFS</u>
<u>TFS</u>	<u>SCQ</u>
<u>CGN</u>	<u>MLA</u>
<u>MLA</u>	<u>CGN</u>
<u>MLA</u>	<u>NUE</u>
<u>SOF</u>	<u>CGN</u>
<u>LPA</u>	<u>VLC</u>
<u>BGY</u>	<u>PMI</u>
<u>PMI</u>	<u>BGY</u>
<u>VLC</u>	<u>LPA</u>
<u>CGN</u>	<u>SOF</u>
<u>MLA</u>	<u>EMA</u>
<u>EMA</u>	<u>MLA</u>
<u>NTE</u>	<u>DUB</u>
<u>DUB</u>	<u>NTE</u>
<u>SOF</u>	<u>MXP</u>
<u>WRO</u>	<u>PMI</u>
<u>PMI</u>	<u>WRO</u>
<u>PFO</u>	<u>STN</u>
<u>STN</u>	<u>PFO</u>
<u>MXP</u>	<u>SOF</u>
<u>TLS</u>	<u>MLA</u>
<u>ACE</u>	<u>VLC</u>
<u>VLC</u>	<u>ACE</u>
<u>BLQ</u>	<u>PMI</u>
<u>PMI</u>	<u>BLQ</u>
<u>CPH</u>	<u>NAP</u>
<u>NAP</u>	<u>CPH</u>
<u>KRK</u>	<u>BHX</u>
<u>MLA</u>	<u>TLS</u>
<u>CHQ</u>	<u>WRO</u>
<u>WRO</u>	<u>CHQ</u>
<u>BHX</u>	<u>KRK</u>
<u>SOF</u>	<u>FKB</u>
<u>BRU</u>	<u>SXF</u>
<u>SXF</u>	<u>BRU</u>
<u>HAM</u>	<u>VLC</u>



<u>VLC</u>	<u>HAM</u>
<u>RAK</u>	<u>EIN</u>
<u>EIN</u>	<u>RAK</u>
<u>SVQ</u>	<u>TFS</u>
<u>TFS</u>	<u>SVQ</u>
<u>BLQ</u>	<u>TFS</u>
<u>SZG</u>	<u>STN</u>
<u>STN</u>	<u>SZG</u>
<u>BLQ</u>	<u>IBZ</u>
<u>KRK</u>	<u>MAD</u>
<u>MAD</u>	<u>KRK</u>
<u>PRG</u>	<u>CIA</u>
<u>CIA</u>	<u>PRG</u>
<u>IBZ</u>	<u>BGY</u>
<u>STN</u>	<u>LEI</u>
<u>FCO</u>	<u>TPS</u>
<u>TPS</u>	<u>FCO</u>
<u>BGY</u>	<u>IBZ</u>
<u>SVQ</u>	<u>SCQ</u>
<u>CPH</u>	<u>KUN</u>
<u>KUN</u>	<u>CPH</u>
<u>IBZ</u>	<u>BLQ</u>
<u>SCQ</u>	<u>SVQ</u>
<u>IBZ</u>	<u>DUB</u>
<u>DUB</u>	<u>IBZ</u>
<u>LEI</u>	<u>STN</u>
<u>BGY</u>	<u>FUE</u>
<u>FUE</u>	<u>BGY</u>
<u>KUN</u>	<u>PMI</u>
<u>PMI</u>	<u>KUN</u>
<u>SXF</u>	<u>CTA</u>
<u>CTA</u>	<u>SXF</u>
<u>SCQ</u>	<u>VLC</u>
<u>VLC</u>	<u>SCQ</u>
<u>PFO</u>	<u>TLV</u>
<u>TLV</u>	<u>PFO</u>
<u>SVQ</u>	<u>EMA</u>
<u>EMA</u>	<u>SVQ</u>
<u>ATH</u>	<u>STN</u>
<u>STN</u>	<u>ATH</u>
<u>BES</u>	<u>MRS</u>
<u>MRS</u>	<u>BES</u>
<u>MXP</u>	<u>VLC</u>

<u>VLC</u>	<u>MXP</u>
<u>SOF</u>	<u>STN</u>
<u>STN</u>	<u>SOF</u>
<u>LPA</u>	<u>BLQ</u>
<u>BGY</u>	<u>RIX</u>
<u>RIX</u>	<u>BGY</u>
<u>TRF</u>	<u>TFS</u>
<u>TFS</u>	<u>TRF</u>
<u>MXP</u>	<u>OPO</u>
<u>OPO</u>	<u>MXP</u>
<u>BGY</u>	<u>CTA</u>
<u>TLL</u>	<u>BGY</u>
<u>BGY</u>	<u>TLL</u>
<u>CTA</u>	<u>BGY</u>
<u>NAP</u>	<u>BLQ</u>
<u>BRE</u>	<u>NAP</u>
<u>NAP</u>	<u>BRE</u>
<u>BGY</u>	<u>LIS</u>
<u>LIS</u>	<u>BGY</u>
<u>OPO</u>	<u>BGY</u>
<u>BGY</u>	<u>OPO</u>
<u>STN</u>	<u>LDE</u>
<u>CGN</u>	<u>MAD</u>
<u>MAD</u>	<u>CGN</u>
<u>PFO</u>	<u>CHQ</u>
<u>BGY</u>	<u>BDS</u>
<u>DUB</u>	<u>LPL</u>
<u>LPL</u>	<u>DUB</u>

**CERTIFICATE OF SERVICE**

I hereby certify that on September 14, 2018, I caused a true and correct copy of the foregoing Answer to Complaint to be filed in this Court's CM/ECF system, which will send notification of such filing to all parties who have appeared in this matter.

DATED this 14th day of September, 2018.

/s/ Thomas C. Rubin

Thomas C. Rubin, WSBA No. 33829